

**Amendment to the Agreement  
Between  
NewSouth Communications, Corp.  
and  
BellSouth Telecommunications, Inc.  
Dated May 18, 2001**

Pursuant to this Amendment, (the "Amendment"), NewSouth Communications, Corp. (NewSouth), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and NewSouth entered into the Agreement on May 18, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add the rate elements and USOCs contained in Exhibit 1 to Exhibit A of Attachment 4.
2. The Parties agree to the following as new Sections 3.5 and 3.6 to Attachment 4:
  - 3.5 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between NewSouth and another collocated telecommunications carrier other than BellSouth in the same Premises. Where technically feasible, BellSouth will permit NewSouth to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both NewSouth's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. NewSouth is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
  - 3.5.1 NewSouth may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by NewSouth. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where NewSouth's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, NewSouth may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs,

etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages. NewSouth shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. NewSouth shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross Connect), or LGX (Light Guide Cross Connect). NewSouth is responsible for ensuring the integrity of the signal.

- 3.5.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure prior to July 28, 2004 that has been paid in full by NewSouth via nonrecurring CCXC charges. If NewSouth has ordered a service that originates from its collocation space and terminates to another collocater's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using NewSouth specific connecting facility assignments (CFAs) provided by NewSouth and the other collocater at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("grandfathered").
- 3.5.3 NewSouth shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting NewSouth provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two (2) contiguous caged collocation arrangements, NewSouth may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.
- 3.5.4 To request or self-provision CCXCs, NewSouth must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit A, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to NewSouth. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.
- 3.5.5 If requested by NewSouth, BellSouth will provision additional cable racking, if insufficient capacity is available to support NewSouth's request to provision a CCXC itself.

- 3.6 Direct Connect (DC). BellSouth will permit NewSouth to interconnect directly between NewSouth's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. NewSouth must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by NewSouth. In those cases where NewSouth's virtual and/or physical collocation space is contiguous in the central office, NewSouth will have the option of using NewSouth's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. NewSouth will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. NewSouth may not self-provision DC's on any BellSouth distribution frame, POT, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect).
- 3.6.1 NewSouth is responsible for ensuring the integrity of the signal. NewSouth-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, NewSouth will have the option of using NewSouth's own technicians to construct its own dedicated support structure.
- 3.6.2 To request or self-provision DCs, NewSouth must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit A, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 3. All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

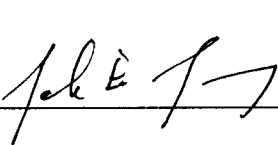
By: 

Name: KRISTED E. ROWE

Title: DIRECTOR

Date: 8/11/04

**NewSouth Communications, Corp.**

By: 

Name: Jake E. Jennings

Title: VP, Regulatory Affairs

Date: August 9, 2004



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