

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And NewSouth Communications, Corp. dated July 1, 1999**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by NewSouth Communications, Corp. ("NewSouth") and BellSouth Telecommunications, Inc. ("BellSouth") on July 1, 1999. This Amendment ("Amendment") is made by and between NewSouth and BellSouth and shall be deemed effective on the date executed by NewSouth and BellSouth.

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, NewSouth and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 1 – Resale is hereby amended to delete the following language:

**The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.**

2. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. Attachment 2 – Access to Unbundled Network Elements is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

And the following language is inserted in its place:

Attachment 2 consists of the following sections:

- Unbundled Loops
- Integrated Digital Loop Carriers
- Network Interfaces Device
- Unbundled Loop Concentration (ULC) System
- Sub Loops

- Local Switching
- Transport
- Tandem Switching
- Operator Systems
- Signaling
- Signaling Transfer Points (STPs)
- Service Control Points/Databases
- Dark Fiber
- SS7 Network Interconnection
- Basic 911 and E911
- Line Information Database (LIDB)
- Calling Name (CNAM) Database Service

Each of these sections contains terms and conditions that are applicable to each individual section. Rates for each section are also applicable but are contained in Exhibit C of this Attachment.

4. Attachment 3 – Local Interconnection is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of local interconnection.

5. Attachment 4 – Physical Collocation is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

6. Section 1.1 of Attachment 4 – Physical Collocation is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

7. Attachment 5 – Access to Numbers and Number Portability is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

8. Section 1 of Attachment 5 – Access to Numbers and Number Portability is hereby deleted in its entirety and replaced with the following language:

**1. Non-Discriminatory Access to Telephone Numbers**

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

During the term of this Agreement, NewSouth shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, NewSouth will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

9. Attachment 6 – Ordering and Provisioning is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

10. Section 1 of Attachment 6 – Ordering and Provisioning is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to ordering and provisioning.

11. Attachment 7 – Billing and Billing Accuracy Certification is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

12. Section 1 of Attachment 7 – Billing and Billing Accuracy Certification is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certification.

13. Attachment 8 – Rights-of-Way, Conduits, and Pole Attachments is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

14. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

15. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**NewSouth Communications, Corp.**

Original on File \_\_\_\_\_  
Signature

Amy L. Gardner \_\_\_\_\_  
Printed Name

Sr. VP- Network Planning & Provisioning \_\_\_\_\_  
Title

3/17/2000 \_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**

Original on File \_\_\_\_\_  
Signature

Jerry D. Hendrix \_\_\_\_\_  
Printed Name

Sr. Director \_\_\_\_\_  
Title

3/24/2000 \_\_\_\_\_  
Date