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October 4, 2002

Mr. Thomas N. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

Re: Amendment to US LEC of Tennessee, Inc. Interconnection Agreement with BellSouth
Case No. 2000-419

Dear Mr. Dorman:

US LEC of Tennessee, Inc. ("US LEC"), by its undersigned counsel, submits herewith five (5) copies of an amendment to its Interconnection Agreement with BellSouth Telecommunications, Inc. ("BST"). This amendment has been executed by both parties to this agreement Please indicate your receipt of this filing by placing your file stamp on the extra copy and returning to me via our runner.

Should the Commission have questions about the enclosed, please advise.

Respectfully submitted,

Douglas F. Brent
MIDDLETON & REUTLINGER
2500 Brown & Williamson Tower
Louisville, Kentucky 40202
(502) 584-1135

COUNSEL FOR US LEC OF TENNESSEE, INC.

DFB:jms

Enc.

Cc: Dorothy Chambers
BellSouth Telecommunications, Inc.

Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And US LEC of Tennessee Inc.
Dated August 21, 2000

This Agreement (the "Amendment") is made by and between US LEC of Tennessee Inc., a Delaware corporation ("US LEC") and BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and shall be deemed effective on June 14, 2001.

WHEREAS BellSouth and US LEC entered into an Interconnection Agreement effective August 21, 2000 (the "Interconnection Agreement"); and

WHEREAS the BellSouth and US LEC desire to amend the Interconnection Agreement dated August 21, 2000.

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

1. The Parties hereby mutually agree to delete Attachment 3 of the Interconnection Agreement and to replace it with the new Attachment 3, which is attached hereto and incorporated herein by this reference.

2. The Parties hereby mutually agree to incorporate into Attachment 11 of the Interconnection Agreement the intercarrier compensation rates for ISP-bound traffic, which are attached hereto as Exhibit 1 and incorporated herein by this reference.

3. The Parties hereby mutually agree that the current rates for Local Interconnection that are contained in Attachment 11 of the Interconnection Agreement will remain effective until August 20, 2002. Effective on August 21, 2002, the Parties agree to delete the rates for Local Interconnection in their entirety and replace them with the new rates contained in Exhibit 2, which is attached hereto and incorporated herein by this reference.

4. The Agreement is further amended to delete the definition of "Local Traffic" in Part B of the General Terms and Conditions in its entirety and to replace it with the following:

> Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.

5. The Parties hereby mutually agree to delete Section 3 from the Agreement between US LEC and BellSouth and replace it with the following:

> 2.1 The term of this Agreement begin as of August 21, 2000 and expire as of December 31, 2003.

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

7. Either or both of the Parties are 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.

US LEC of Tennessee Inc.	**BellSouth Telecommunications, Inc.**
Wanda G Montano **Signature**	 **Signature**
Wanda G. Montano **Name**	Elizabeth R. A. Shiroishi **Name**
Vice President, Regulatory & Industry Affairs **Title**	Assistant Director, Interconnection Services **Title**
September 16, 2002 **Date**	09-19-02 **Date**

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide US LEC interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. **Local Traffic Exchange**

Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

1.2.5 Interconnection at applicable unbundled network element points is also available.

1.2.6 US LEC may obtain local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

1.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first business day of January, April, July and October of each year, BellSouth and US LEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.3.1 Percentage Interstate Usage. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.4 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and US LEC shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office

designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.5 Unidentified local traffic. Each party will provide the other with information that will allow it to distinguish Local from IntraLATA Toll traffic for its customers. At a minimum, each party shall utilize NXXs in such a way that the other party shall be able to distinguish Local from IntraLATA Toll traffic for its customers and for reciprocal compensation purposes. Whenever BellSouth delivers traffic to US LEC for termination on the US LEC's network, if BellSouth cannot determine because of the manner in which US LEC has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the US LEC.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for US LEC's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7 Mutual Provision of Access Service. When BellSouth and US LEC provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies in accordance with MECAB guidelines. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

1.7.1 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data, which is lost or damaged by their company, or any third party involved in processing or transporting data.

1.7.2 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

1.7.3 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

1.7.4 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

1.7.5 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

1.9.6 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect-records and LEC/ALEC-provided Toll Free Service records). The exchange of billing records for calls for this type that are intraLATA will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and specific arrangements with BellSouth. The Parties will exchange records of Local Transit Traffic on the same basis as provided in 1.7 with respect to Exchange Access meet point billing records.

1.8 Neither Party shall represent Exchange Access traffic as Local Interconnection Traffic or ISP-bound Traffic.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and US LEC networks shall occur as follows:

2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above nor is it interLATA toll traffic.

2.2 Compensation for intraLATA toll traffic. For terminating its toll traffic on the other company's network, the originating party will pay the terminating party the appropriate charges set forth in BellSouth's Access Tariff. The appropriate charges will be determined by the routing of the call. If US LEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses US LEC as an interexchange carrier on a 101XXXX basis, BellSouth will charge US LEC the appropriate BellSouth tariff charges set forth for originating switched access services.

2.3 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.4 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers (i.e., for LEC provided 800 Services). The records provided will be in a standard EMI format for a fee of $0.013 per record.

2.5 800 Access Screening. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a

call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. **Methods of Interconnection**

Interconnection for telephone exchange service and exchange access shall be either at BellSouth access tandems, local tandems and/or at BellSouth end offices within a local calling area or other authorized area (e.g., an Extended Area Service Zone), or by multiple tandem access as set forth in 3.1. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

3.1 Multiple Tandem Access. Within each LATA, US LEC must interconnect at all BellSouth access tandems where US LEC NXXs are "homed." However, if US LEC does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, US LEC must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which US LEC has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

With MTA, both parties agree that mutual and reciprocal compensation for local and ISP-bound traffic will be based on the Local Interconnection (Call Transport and Termination) rates specified in Attachment 11 on a statewide basis.

3.2 "Fiber-Meet" or "Mid-Span Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

3.2.1 If US LEC elects to interconnect with BellSouth pursuant to a Fiber Meet, US LEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1 or DS3 level and shall be ordered via an Access Service Request ("ASR") in the initial phase of this offering. The Parties shall work together to determine the specific SONET transmission system. However, US LEC's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The data communications channel must be turned off. Each Party reserves the right to determine the equipment that it employs for service.

3.2.1.1 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth central office within the interconnection wire center.

3.2.1.2 US LEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the US LEC central office within the interconnection wire center.

3.2.1.3 BellSouth shall designate a Point of Interconnection ("POI") outside the BellSouth central office within the interconnection wire center as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable US LEC to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI. BellSouth shall, wholly at its own expense, procure, install and maintain the fusion splicing point in the POI. A Common Language Location Identification ("CLLI") code will be established for each POI. The code established must be a building type code. All orders shall originate from the POI (i.e., POI to US LEC, POI to BellSouth).

3.2.1.4 US LEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by US LEC, BellSouth shall allow US LEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

3.2.1.5 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system.

3.2.1.6 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

3.2.2 Neither Party shall charge the other for the use of its portion of the Fiber Meet facility (i.e., the local channel). Charges incurred for other services will apply (e.g., interoffice dedicated transport, usage, etc.). Charges for Switched and Special Access Services shall be billed in accordance to the applicable Access Service tariff (i.e., the BellSouth Interstate or Intrastate Access Services Tariff).

4. Trunk Groups

BellSouth and US LEC shall establish interconnecting trunk groups between networks. Interconnection for local and intraLATA toll traffic will be provided via one way trunks or such interconnection provided via two way trunks by issuance of an ASR from US LEC. Local and intraLATA traffic only may be routed over the same one-way trunk group. Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and US LEC are as set forth in Attachment 11 . To the extent a rate associated with the interconnecting trunk group is not set forth in Attachment 11 , the rates shall be as set forth in the appropriate BellSouth intrastate or interstate access tariff. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9.

US LEC may opt at any time to terminate to BellSouth some or all Local Traffic and intraLATA toll traffic originating on its network via a combined two-way trunk group. In such case, US LEC will provide a PLU to BellSouth or actual minutes of use.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. Both parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Neither Party will construct facilities, which require another Party to build unnecessary facilities.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

BellSouth will make available to US LEC, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of the US LEC's initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the sole purpose of transmitting 64K CCC data calls between US LEC and

BellSouth. In no case will these trunks be used for voice calls. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or BellSouth internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

5.2.1 At US LEC's request BellSouth will engineer all interconnection trunks between BellSouth and US LEC to a 6 dB of digital pad configuration. BellSouth and US LEC will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration. US LEC will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and US LEC. Further, US LEC shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and US LEC.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which each party provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to each other.

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a US LEC end office and a BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one- percent (.01).

5.4 Network Management Controls. Both parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

BellSouth shall deliver all traffic destined to terminate at a US LEC's Central Office in accordance with the serving arrangements defined in the LERG.

When US LEC delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e., time, weather, 900, Mass Calling Codes) destined for BellSouth, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

Calls completed using NII codes (i.e. 411, 511, 911) shall not be sent between US LEC's and BellSouth's networks over the Local Interconnection Trunk Groups.

5.5 Common Channel Signaling. Both parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

The Parties will provide CCS to one another in conjunction with all trunk groups where applicable. The Companies may establish CCS interconnections either directly or through a third party. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

5.6 Forecasting Requirements.

5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2 Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, videoconference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth and US LEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to US LEC that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide unless specified below:

6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

6.2 All Parties shall work cooperatively to manage the capacity of Local Interconnection Trunks Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunks Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR upon review of and in response to the ordering Party's ASR, to begin the provisioning process.

6.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

6.4 Service provided for in an ASR shall be installed within 14 business days of receipt of the ASR.

6.5 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Attachment, due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and install service within the requested interval, subject to resource and facilities availability.

6.6 US LEC shall be responsible for engineering its network on its side of the POI, and BellSouth shall be responsible for engineering the POI and its network on its side of the POI.

7. Local Dialing Parity

Each party shall provide local dialing parity, meaning that each party's customers will not have to dial any greater number of digits than the other party's customers to complete the same call. In addition, under equivalent interconnection arrangements, US LEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Local Interconnection Compensation

8.1.1 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject the FCC's jurisdiction.

8.1.2 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and US LEC agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and US LEC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

8.1.2.1 For ISP-bound traffic exchanged during the year 2001, compensation at the rates set forth in the ISP Order on Remand and in Attachment 11 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in the first quarter of 2001 annualized, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.

8.1.2.2 For ISP-bound traffic exchanged during the year 2002, compensation at the rates set forth in the ISP Order on Remand and in Attachment 11of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2001, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.

8.1.2.3 For ISP-bound traffic exchanged during the year 2003, compensation at the rates set forth in the ISP Order on Remand and in Attachment 11of this Agreement shall be applicable for minutes only

up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2002. Any minutes above such ceiling shall not be compensable.

8.1.3 The Parties agree that charges for Local Traffic, local transit traffic and MTA traffic shall be the elemental rates set forth in Attachment 11. The Parties agree that the single rate for ISP-bound traffic shall be the applicable single rate set forth in Attachment 11 in accordance with the FCC's ISP Order on Remand.

8.2 When BellSouth chooses to purchase transport from US LEC for delivery of BellSouth originated traffic to US LEC, BellSouth will pay US LEC for transporting BellSouth originated traffic from US LEC's point of presence located within the LATA in which the call originated to the V&H coordinates of the US LEC terminating NPA/NXX in the same LATA.

8.3 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that US LEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to US LEC. US LEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of US LEC. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8.3.1 BellSouth shall compensate US LEC for all local and all internet service provider-bound traffic ("ISP-Bound Traffic") delivered to US LEC as provided in this Interconnection Agreement, less the minutes of such traffic for which BellSouth provides a transit function for another carrier and for which BellSouth provides US LEC with sufficient and timely Exchange Message Record ("EMR") format data identifying an originating carrier other than BellSouth and the amount of such traffic originated by said originating carrier to allow US LEC to timely bill that originating carrier for such traffic. Further, BellSouth shall cooperate with US LEC to provide information to US LEC and otherwise cooperate with US LEC to allow US LEC to bill any carrier for whom BellSouth transmitted traffic to US LEC, and BellSouth shall provide available information to US LEC necessary to the resolution of any such billing dispute.

9.0 **Rearrangement of Facilities**

BellSouth shall not charge rearrangement, reconfiguration, disconnection or other non-recurring fees associated with the reconfiguration of the Company's interconnection arrangement at any BellSouth Central Office.

LOCAL INTERCONNECTION - Kentucky														Attachment: 11		Exhibit: 1	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
		Single Rate for ISP-Bound Traffic, per MOU (June 14, 2001 through December 13, 2001)					0.0015										
		Single Rate for ISP-Bound Traffic, per MOU (December 14, 2001 through June 13, 2003)					0.001										
		Single Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)					0.0007										

LOCAL INTERCONNECTION - Kentucky													Attachment: 11		Exhibit: 2	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC															
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2001 through December 13, 2001)					0.0015										
	Single Rate for ISP-Bound Traffic, per MOU (December 14, 2001 through June 13, 2003)					0.001										
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)					0.0007										
	INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC															
	END OFFICE SWITCHING															
	End Office Switching Function, Per MOU			CHD		0.0014083										
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			CHD		0.0006772										
	Multiple Tandem Switching, per MOU (applies to intal tandem only)			CHD		0.0006772										
	Tandem Intermediary Charge, per MOU*			CHD		0.001096										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			CHD	TPP++		334.09	57.12								
	Dedicated End Office Trunk Port Service-per DS0**			CHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Servce-per DS0**			CHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Servce-per DS1**			CH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			CHD		0.000003										
	Common Transport - Facilities Termination Per MOU			CHD		0.0007466										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			CHL, OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			CHL, OHM	1L5NF	29.11	47.34		22.77							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			CHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			CHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			CHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			CHL, OHM	1L5NK	20.97	47.35		22.77							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			CH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			CH1, OH1MS	1L5NL	96.04	105.52		23.09							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40		89.57							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.											The Parties shall report a Percent Local Facility ("PLF") factor						
to each other to designate the portion of switched dedicated facilities used for local traffic. Detailed requirements associated with PLF reporting shall be found in BellSouth's Jurisdictional Factors Reporting Guide.																