BellSouth Telecommunications Inc.
Suite 21C
333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks

July 10, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DSLNET Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~99-00899~~ 00-00604

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, DSLNET Communications, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated February 16, 1999. The first amendment incorporates rates for Unbundled Copper Loops and Fiber Cross Connects; the second amendment incorporates rates, terms and conditions for Short/Long Unbundled Copper Loops, Loop Conditioning and Loop Make-Ups Service Inquiry; the third amendment incorporates rates, terms and conditions for ADSL and HDSL loops; the fourth amendment relates to Line Sharing and the fifth amendment relates to universal Digital Channel Loops.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Wendy Bluemling, DSLNET Communications, LLC

219262

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DSLnet Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00899~~ 00-00604

PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND DSLNET COMMUNICATIONS, LLC PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated February 16, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, DSL and BellSouth state the following:

1. DSL and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to DSL. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 14, 1999.

2. The parties have recently negotiated Amendments to the Agreement. The first amendment dated December 6, 1999 incorporates rates for Unbundled Copper Loops and Fiber Cross Connects; the second amendment dated March 20, 2000 incorporates rates, terms and conditions for Short/Long Unbundled Copper Loops, Loop Conditioning and Loop Make-Ups Service Inquiry; the third amendment dated May 2, 2000

incorporates rates, terms and conditions for ADSL and HDSL loops; the fourth amendment dated June 2, 2000 relates to Line Sharing and the fifth amendment dated June 19, 2000 relates to universal Digital Channel Loops. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, DSL and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit these Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and DSL within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. DSL and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

DSL and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 10th day of July, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

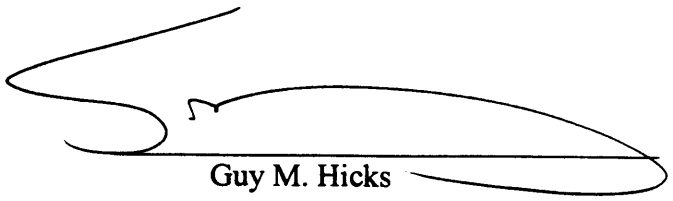
By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

Wendy Bluemling
DSLNET Communications, LLC
545 Long Warf Drive
New Haven, CT 06492



Guy M. Hicks

#179423

AMENDMENT
TO
THE AGREEMENT BETWEEN
DSLNET COMMUNICATIONS, LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on February 16, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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. Attachment 2 of the Interconnection Agreement is hereby amendment to include a new section 2.2.10 as follows:

2.2.10 Universal Digital Channel (UDC) Loop

2.2.10.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.

2.2.10.2 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.2.10.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2. Attachment 11, Exhibits 1 – 9, of the Interconnection Agreement are hereby amended to include the interim rates for UDC loops set forth in Exhibit 1attached hereto.

3. All other provisions of the Interconnection Agreement dated February 16, 1999 shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

DSLnet Communications, LLC

By: Wendy Bluemling

Name: Wendy Bluemling

Title: Assistant Vice President

Date: June 16, 2000

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 6/19/00

Exhibit 1

Universal Digital Channel
Rates

Universal Digital Channel (UDC) Loops	**USOC**	**AL* Ex. 1**	**FL* Ex. 2**	**GA* Ex. 3**	**KY* Ex. 4**	**LA* Ex. 5**	**MS* Ex. 6**	**NC* Ex. 7**	**SC* Ex. 8**	**TN* Ex. 9**
Recurring	TBD	$29.03	$28.07	$25.43	$31.99	$27.36	$29.83	$24.98	$32.47	$21.64
NRC - 1st -per circuit	TBD	$406.85	$295.42	$308.38	$616.28	$298.27	$401.38	$400.91	$498.04	$217.76
NRC – Add'l – per circuit	TBD	$330.87	$198.02	$255.35	506.61	$247.63	$327.00	$326.31	$376.75	$163.88
NRC – Disconnect Charge – 1st	TBD	$108.95				$74.27	$108.14			$74.54
NRC – Disconnect Charge – Add'l	TBD	$57.01				$39.44	$57.27			$39.14
NRC – Incremental Manual Service Order – 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Manual Service Order – Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.32	$12.76	$13.55	NA
NRC- Incremental Manual Service Order - Disconnect – 1st	SOMAN	$17.77				$11.41	$16.06			
NRC- Incremental Manual Service Order – Disconnect – Add'l	SOMAN									

*Interim rate, subject to true-up

AMENDMENT
TO
THE AGREEMENT BETWEEN
DSLNET COMMUNICATIONS, LLC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 16, 1999

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and DSLNET Communications, LLC ("DSL"), as of the ___ day of June, 2000. (BellSouth and DSL are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on February 16, 1999 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to DSL unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree to amend Attachment 2 of the Agreement by adding the following:

GENERAL

1.0 BellSouth shall provide DSL access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide DSL with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow DSL's the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. DSL shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other

applicable industry standards. DSL shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

1.2 The following loop requirements are necessary for DSL to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and DSL shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g.,unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable DSL to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for DSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and DSL shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If DSL requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, DSL shall pay for the loop to be restored to its original state.

1.3 DSL's meet point is the point of termination for DSL at the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the DSL's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the DSL's xDSL equipment in DSL's collocation space.

1.4 DSL shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

PROVISIONING OF THE HIGH FREQUENCY SPECTRUM AND SPLITTERS

2.0 BellSouth will provide DSL with access to the High Frequency Spectrum as follows:

2.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local

exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, DSL and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of DSL's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and DSL will reevaluate this forty-two (42) day interval on or before August 1, 2000.

2.2 On or after June 6, 2000, once a splitter is installed on behalf of DSL in a central office, DSL shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

2.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide DSL access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide DSL with a carrier notification letter at least 30 days before of such change and shall work collaboratively with DSL to select a mutually agreeable brand of splitter for use by BellSouth. DSL shall thereafter purchase ports on the splitter as set forth more fully below.

2.4 BellSouth will install the splitter in (i) a common area close to the DSL collocation area, if possible; or (ii) in a BellSouth relay rack as close to the DSL DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified DSL DS0 at such time that a DSL end user's service is established.

2.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and DSL desires

to continue providing xDSL service on such loop, DSL shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and DSL desires to continue providing xDSL service on such loop, DSL shall be required to purchase a full stand-alone loop unbundled network element.

2.6 DSL and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios.

2.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

2.8 To order the High Frequency Spectrum of a particular loop, DSL must have a DSLAM collocated in the central office that serves the end-user of such loop.

2.9 BellSouth will provide DSL the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

2.10 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide DSL with access to the High Frequency Spectrum as follows:

2.10.1 For 1-5 lines at the same address within three (3) business days from the receipt of the FOC; 6-10 lines at same address within 5 business days from the receipt of the FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and DSL will re-evaluate these intervals on or before August 1, 2000.

2.11 DSL will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum.

MAINTENANCE AND REPAIR

3.0 DSL shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. DSL may

access the loop at the point where the combined voice and data signal exits the central office splitter.

3.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point in the central office. DSL will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call DSL. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

3.3 BellSouth and DSL will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which DSL has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

3.3.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

3.3.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

3.4 In the event DSL's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify DSL and allow twenty-four (24) hours to cure the trouble. If DSL fails to resolve the trouble, BellSouth may discontinue DSL's access to the High Frequency Spectrum on such loop.

PRICING

4.0 BellSouth and DSL agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions

4.1 BellSouth and DSL enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or DSL may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or DSL may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or DSL might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide DSL with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
SYSTEM, SPLITTER – 96 LINE CAPACITY	ULSDA									
Monthly recurring		$100	$100	$100	$100	$100	$100	$100	$100	$100
Non Recurring – 1st		$300	$150	$300	$300	$300	$300	$300	$300	$300
Non Recurring – Add'l.		$0	$0	$0	$0	$0	$0	$0	$0	$0
Non Recurring – Disconnect Only		NA	$150	NA	NA	NA	NA	NA	NA	NA
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB									
Monthly recurring		$25	$25	$25	$25	$25	$25	$25	$25	$25
Non Recurring		$300	$150	$300	$300	$300	$300	$300	$300	$300
Non Recurring – Add'l.		$0	$0	$0	$0	$0	$0	$0	$0	$0
Non Recurring – Disconnect Only		NA	$150	NA	NA	NA	NA	NA	NA	NA
LOOP CAPACITY, LINE ACTIVATION – PER OCCURRENCE	ULSDC									
Monthly recurring		$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00

Non Recurring – 1st		$40	$40	$40	$40	$40	$40	$40	$40	$40
Non Recurring – Add'l.		$22	$22	$22	$22	$22	$22	$22	$22	$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE -	ULSDS									
Non Recurring – 1st		$30	$30	$30	$30	$30	$30	$30	$30	$30
Non Recurring – Add'l.		$15	$15	$15	$15	$15	$15	$15	$15	$15

4.2 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

5.0 BellSouth shall make available to DSL any agreement for the High Frequency Spectrum entered into between BellSouth and any other DSL that has been filed and approved by a public Service Commission. If DSL elects to adopt such agreement, DSL shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

6.0 In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

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

8.0 Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DSLNET Communications, LLC

By: Wendy Bluemling

Name: Wendy Bluemling

Title: AVP Regulatory

Date: 6/01/00

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 6/2/00

ATTACHMENT 1

DSL/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.

2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.

3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by Three (3) P.M. EST, April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by Three (3) P.M. EST, April 28, 2000, with due date

of June 6, 2000, or sooner, will be given priority over orders received after three (3) P.M. EST, April 28, 2000. Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before three (3) P.M. EST, April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.

6. In the event there are more than four (4) orders submitted on or April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.

7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after Three (3) P.M. EST, April 28, 2000

8. Irrespective of the Priority List, no orders received after three (3) P.M. EST, April 28, 2000, will be worked until after all orders received on or before three (3) P.M. EST, April 28, 2000 have been completed.

9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000 **Covad, Rythms, Northpoint, New Edge**

CLLI	Combined Ranking
MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41
ATLNGAWD	42

GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined DSL Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47
1352	NSVLTNAP	TN	48

1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99
696	NWORLASC	LA	100

264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151
293	OVIDFLCA	FL	152

594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203
1169	GNVLSCWR	SC	204

327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255
728	SHPTLAHD	LA	256

1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSB	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307
11	BLFNALMA	AL	308

427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359
527	WNCHKYMA	KY	360

58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

AMENDMENT
TO
THE AGREEMENT BETWEEN
DSLNET COMMUNICATIONS, LLC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("Agreement").

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. Exhibits 1 – 9 of Attachment 11, of the Agreement are hereby amended to include rates for the provision of ADSL and HDSL compatible loops attached hereto as Exhibit A.

2. All of the other provisions of the Agreement dated February 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

DSLNET Communications, LLC

By: Wendy S. Bluemling
Signature

Name: Wendy S. Bluemling

Title: Assistant VP - Regulatory

Date: April 28, 2000

BellSouth Telecommunications, Inc.

By: _____
Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 5/2/00

Exhibit A
ADSL/HDSL
DSL.NET

NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL2X	NA	NA	NA	$8.51	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$6.29	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$11.78	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$20.33	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL4X	$14.39	$18.24	$12.07	NA	$16.39	$14.14	$13.97	$19.73	$17.91
RC - Zone 1, per month (Note 2)	TBD	$12.77	$14.75	$10.39	NA	$13.40	$10.36	TBD	$16.21	$15.46
RC - Zone 2, per month (Note 2)	TBD	$16.44	$21.59	$12.00	NA	$18.42	$13.73	TBD	$24.45	$19.46
RC - Zone 3, per month (Note 2)	TBD	$21.52	$47.64	$19.07	NA	$27.89	$19.62	TBD	$32.38	$27.88
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$25.90	NA	NA	NA
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	NA	$361.45	$531.21	$531.35	$625.11	$666.70
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$482.62	$532.78	$568.86
NRC - Disconnect Charge - 1st	UHL4X	$106.65	NA	NA	NA	$72.54	$105.86	$88.51	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	NA	NA	NA	$39.42	$57.25	$47.31	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
4-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL4X	NA	NA	NA	$10.39	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$7.68	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$14.38	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$24.82	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA

Exhibit A
ADSL/HDSL
DSL.NET

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop		AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Statewide, per month	UAL2X	$15.11	$15.81	$13.05	NA	$15.39	$14.83	$14.60	$20.81	$18.46
RC - Zone 1, per month (Note 2)	TBD	$13.41	$12.78	$11.23	NA	$12.58	$10.87	TBD	$17.10	$15.93
RC - Zone 2, per month (Note 2)	TBD	$17.26	$18.72	$12.97	NA	$17.30	$14.40	TBD	$25.79	$20.05
RC - Zone 3, per month (Note 2)	TBD	$22.60	$41.29	$20.62	NA	$26.19	$20.58	TBD	$34.15	$28.74
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$504.90	$600.61	$640.79
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$456.17	$507.33	$541.94
NRC - Disconnect Charge - 1st	UAL2X	$106.65	NA	NA	NA	$72.54	$105.86	$90.55	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	$56.98	NA	NA	NA	$39.42	$57.25	$48.40	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire ADSL Loop (Standard)										
RC - Statewide, per month	UAL2X	NA	NA	NA	$11.89	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$8.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$16.46	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$28.40	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UAL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UAL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL2X	$11.76	$12.12	$9.15	NA	$11.61	$11.60	$11.98	$14.86	$13.46
RC - Zone 1, per month (Note 2)	TBD	$10.44	$9.80	$7.88	NA	$9.49	$8.50	TBD	$12.21	$11.62
RC - Zone 2, per month (Note 2)	TBD	$13.44	$14.35	$9.09	NA	$13.05	$11.26	TBD	$18.41	$14.62
RC - Zone 3, per month (Note 2)	TBD	$17.59	$31.65	$14.46	NA	$19.76	$16.10	TBD	$24.39	$20.96
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$504.90	$600.61	$640.79
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$456.17	$507.33	$541.94
NRC - Disconnect Charge - 1st	UHL2X	$106.65	NA	NA	NA	$72.54	$105.86	$90.55	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	NA	NA	NA	$39.42	$57.25	$48.40	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA

AMENDMENT
TO
THE AGREEMENT BETWEEN
DSLNET COMMUNICATIONS, LLC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("Agreement").

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. Attachment 2 of the Agreement is hereby amended to include the, terms and conditions for the provision of Short and long Unbundled Copper Loops, Loop Conditioning and Loop Make Up Service Inquiry as follows:

1. Unbundled Copper Loops

1.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

1.2 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

1.3 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. DSL may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DSL's choosing. DSL will determine the type of service that will be provided over the loop.

1.4 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

1.5 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

1.6 Technical Requirements

1.6.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet DSL's request.

1.6.2 DSL will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

1.6.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by DSL will be consistent with industry standards and BellSouth's TR73600.

1.6.4 DSL may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if DSL

orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by DSL using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

16.5 In some instances, DSL will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that DSL can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. DSL will determine the type of service that will be provided over the loop. In some cases, DSL may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

1.6.6 In cases in which DSL has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

1.6.7 DSL, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to DSL's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. DSL will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

1.6.8 In addition, DSL recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that DSL has placed on the loop. If this occurs, BellSouth will work cooperatively with DSL to restore the circuit to its previous modified status as quickly as possible. DSL will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

1.6.9 The loop shall be provided to DSL in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2. Loop Conditioning

2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DSL, whether or not BellSouth offers advanced services to the End User on that loop.

2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.3 BellSouth shall recover the cost of line conditioning requested by DSL through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.4 The UCL loop shall be provided to DSL in accordance with BellSouth's Technical Reference 73600.

3. Loop Make Up Service Inquiry

3.1 As an interim process until electronic access to LFACs is available, BellSouth shall make available to DSL a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow DSL to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by DSL.

3.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

3.3 This process is available to DSL based on telephone number or specific address. Requests submitted based on telephone numbers

will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).

3.4 The interval for this Loop Make-Up Service Inquiry process is seven 7business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

3.5 DSL shall submit a Service Inquiry for Loop Make–Up to the DSL account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to DSL. The Parties understand that Loop Make-Up is offered in order for DSL to best determine the type of loop to order at a given location, but that Loop Make-Up does not reserve the facilities.

2. Exhibits 1 – 9 of Attachment 11, of the Agreement are hereby amended to include the following rates for the provision of Short and Long Unbundled Copper Loops, Loop Conditioning and Loop Modification Service Inquiry for each state:

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	Exhibit 1-AL Alabama Rates	Exhibit 2-FL Florida Rates	Exhibit 3-GA Georgia Rates
Recurring	UCLPB	$15.11	$18.00	$13.97
Non-Recurring				
Non-Recurring 1st	UCLPB	$514.21	$340.00	$395.16
Non-Recurring Add'l	UCLPB	$464.58	$300.00	$217.39
Manual Svc Ord –1st	SOMAN	$47.00	$47.00	$18.94
Manual Svc Ord -Adl	SOMAN	$21.00	$21.00	$8.42
Manual Svc. Ord - Dis	SOMAN	$17.77		$142.27/$37.86
Order Coordination 1st & Add'l.	UCLMC	$16.00	$16.00	$36.46
Disconnect – 1st	UCLPB			
Disconnect – Add'l	UCLPB			
2-Wire Unbundled Copper Loop (> 18kft)*				
Recurring	UCL2L	$15.11	$18.00	$41.61
Non-Recurring				
Non-Recurring 1st	UCL2L	$514.21	$340.00	$395.16
Non-Recurring Add'l	UCL2L	$464.58	$300.00	$217.39
Manual Svc Ord –1st	SOMAN	$47.00	$47.00	$18.94
Manual Svc Ord -Adl	SOMAN	$21.00	$21.00	$8.42
Manual Svc. Ord - Dis	SOMAN	$17.77		$142.27/$37.86
Order Coordination 1st & Add'l.	UCLMC	$16.00	$16.00	$36.46
Disconnect – 1st	UCL2L			
Disconnect – Add'l	UCL2L			
Unbundled Loop Modification*				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	$70.04	$70.04	$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	$765.29/$23.74	$765.29/$23.74	$765.29/$23.74
Bridged Tap Removal per pair unloaded	ULMBT	$105.34	$105.34	$105.34
Loop Make-Up Service Inquiry*				
Per Service Inquiry	UMKLP	$233.75	$233.75	$176.88

* These rates are interim rates, subject to true-up

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	Exhibit 4-KY Kentucky Rates	Exhibit 5-LA Louisiana Rates	Exhibit 6-MS Mississippi Rates
Recurring	UCLPB	$11.89	$21.00	$14.83
Non-Recurring				
Non-Recurring 1st	UCLPB	$713.50	$340.00	$504.82
Non-Recurring Add'l	UCLPB	$609.44	$300.00	$456.24
Manual Svc Ord –1st	SOMAN	$47.00	$18.14	$25.52
Manual Svc Ord -Adl	SOMAN	$21.00	$8.06	$11.34
Manual Svc. Ord - Dis	SOMAN	$17.77	$11.41	$16.06
Order Coordination 1st & Add'l.	UCLMC	NA	$32.77	$45.27
Disconnect – 1st	UCLPB		$72.54	$105.86
Disconnect – Add'l	UCLPB		$39.42	$57.25
2-Wire Unbundled Copper Loop (> 18kft)*				
Recurring	UCL2L	$11.89	$21.00	$14.83
Non-Recurring				
Non-Recurring 1st	UCL2L	$713.50	$340.00	$504.82
Non-Recurring Add'l	UCL2L	$609.44	$300.00	$456.24
Manual Svc Ord –1st	SOMAN	$47.00	$18.14	$25.52
Manual Svc Ord -Adl	SOMAN	$21.00	$8.06	$11.34
Manual Svc. Ord - Dis	SOMAN	$17.77	$11.41	$16.06
Order Coordination 1st & Add'l.	UCLMC	NA	$32.77	$45.27
Disconnect – 1st	UCL2L		$72.54	$105.86
Disconnect – Add'l	UCL2L		$39.42	$57.25
Unbundled Loop Modification*				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	$70.04	$70.04	$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	$765.29/$23.74	$765.29/$23.74	$765.29/$23.74
Bridged Tap Removal per pair unloaded	ULMBT	$105.34	$105.34	$105.34
Loop Make-Up Service Inquiry*				
Per Service Inquiry	UMKLP	$233.75	$233.75	$233.75

* These rates are interim rates, subject to true-up

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	Exhibit 7-NC North Carolina Rates	Exhibit 8- SC South Carolina Rates	Exhibit 9-TN Tennessee Rates
Recurring	UCLPB	$19.00	$20.81	$12.16
Non-Recurring				
Non-Recurring 1st	UCLPB	$450.00	$600.61	$270.01
Non-Recurring Add'l	UCLPB	$390.00	$507.33	$234.63
Manual Svc Ord –1st	SOMAN	$47.00	$25.52	
Manual Svc Ord -Adl	SOMAN	$21.00	$47.00	
Manual Svc. Ord - Dis	SOMAN		$21.00	
Order Coordination 1st & Add'l.	UCLMC	$16.00	$45.43	$34.29
Disconnect – 1st	UCLPB			$74.54
Disconnect – Add'l	UCLPB			$39.14
2-Wire Unbundled Copper Loop (> 18kft)*				
Recurring	UCL2L	$19.00	$20.81	$12.16
Non-Recurring				
Non-Recurring 1st	UCL2L	$450.00	$600.61	$270.01
Non-Recurring Add'l	UCL2L	$390.00	$507.33	$234.63
Manual Svc Ord –1st	SOMAN	$47.00	$25.52	
Manual Svc Ord -Adl	SOMAN	$21.00	$47.00	
Manual Svc. Ord - Dis	SOMAN		$21.00	
Order Coordination 1st & Add'l.	UCLMC	$16.00	$45.43	$34.29
Disconnect – 1st	UCL2L			$74.54
Disconnect – Add'l	UCL2L			$39.14
Unbundled Loop Modification*				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	$71.02	$70.04	$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	$776.42/$24.21	$765.29/$23.74	$765.29/$23.74
Bridged Tap Removal per pair unloaded	ULMBT	$82.44	$105.34	$105.34
Loop Make-Up Service Inquiry*				
Per Service Inquiry	UMKLP	$233.75	$233.75	$233.75

* These rates are interim rates, subject to true-up

3. All of the other provisions of the Agreement dated February 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

DSLNET Communications, LLC

By: Wendy S. Bluemling
Signature

Name: Wendy Bluemling

Title: Director - Regulatory

Date: March 17, 2000

BellSouth Telecommunications, Inc.

By: _____
Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 3/20/00

AMENDMENT
TO
THE AGREEMENT BETWEEN
DSLNET COMMUNICATIONS, LLC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("Agreement").

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. Attachment 2 of the Agreement is hereby amended to include the rates, terms and conditions for the provision of Unbundled Copper Loops as follows:

> To the extent that it exists within the BellSouth network at given customer location, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.
>
> The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
>
> The UCL Loop is a dry copper loop and is not intended to support any particular telecommunications service. DSL may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of DSL's choosing. DSL will determine the type of service that will be provided over the loop.
>
> Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain electrical continuity and provide balance relative to tip and ring on UCL loops.

The UCL loop shall be provided to DSL in accordance with BellSouth's Technical Reference 73600.

2. Attachment 11 of the Agreement is hereby amended to include the following rates for the provision of unbundled copper loops for each state:

Attachment 11, Exhibit 1-AL

2-Wire Unbundled Copper Loop	
Recurring	$19.41
Non-Recurring	
Non-Recurring 1st	$585.20
Non-Recurring Add'l	$455.63
Manual Svc Ord –1st	$46.62
Manual Svc Ord -Adl	$20.56
Order Coordination 1st & Add'l.	$16.00
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 2-FL

2-Wire Unbundled Copper Loop	
Recurring	$21.98
Non-Recurring	
Non-Recurring 1st	$593.58
Non-Recurring Add'l	$461.96
Manual Svc Ord –1st	$47.54
Manual Svc Ord -Adl	$20.96
Order Coordination 1st & Add'l.	$16.19
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 3-GA

2-Wire Unbundled Copper Loop	
Recurring	$18.69
Non-Recurring	
Non-Recurring 1st	$585.62
Non-Recurring Add'l	$455.76
Manual Svc Ord –1st	$46.90

Manual Svc Ord -Adl	$20.68
Order Coordination 1st & Add'l.	$15.98
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 4-KY

2-Wire Unbundled Copper Loop	
Recurring	$18.84
Non-Recurring	
Non-Recurring 1st	$585.01
Non-Recurring Add'l	$455.57
Manual Svc Ord –1st	$46.48
Manual Svc Ord -Adl	$20.50
Order Coordination 1st & Add'l.	$16.02
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 5-LA

2-Wire Unbundled Copper Loop	
Recurring	$25.47
Non-Recurring	
Non-Recurring 1st	$587.35
Non-Recurring Add'l	$457.30
Manual Svc Ord –1st	$46.79
Manual Svc Ord -Adl	$20.63
Order Coordination 1st & Add'l.	$16.06
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 6-MS

2-Wire Unbundled Copper Loop	
Recurring	$22.26

Non-Recurring	
Non-Recurring 1st	$585.29
Non-Recurring Add'l	$455.70
Manual Svc Ord –1st	$46.63
Manual Svc Ord -Adl	$20.56
Order Coordination 1st & Add'l.	$16.00
Cross Connect, per cross connect	
2 – **Fiber**, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 7-NC

2-Wire Unbundled Copper Loop	
Recurring	$19.12
Non-Recurring	
Non-Recurring 1st	$584.23
Non-Recurring Add'l	$454.93
Manual Svc Ord –1st	$46.46
Manual Svc Ord -Adl	$20.49
Order Coordination 1st & Add'l.	$15.99
Cross Connect, per cross connect	
2 – **Fiber**, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 8-SC

2-Wire Unbundled Copper Loop	
Recurring	$22.54
Non-Recurring	
Non-Recurring 1st	$587.37
Non-Recurring Add'l	$457.32
Manual Svc Ord –1st	$46.79
Manual Svc Ord -Adl	$20.63
Order Coordination 1st & Add'l.	$16.06
Cross Connect, per cross connect	
2 – **Fiber**, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

Attachment 11, Exhibit 9-TN

2-Wire Unbundled Copper Loop	
Recurring	$20.11
Non-Recurring	
Non-Recurring 1st	$586.27
Non-Recurring Add'l	$456.43
Manual Svc Ord –1st	$46.75
Manual Svc Ord -Adl	$20.61
Order Coordination 1st & Add'l.	$16.03
Cross Connect, per cross connect	
2 – Fiber, Recurring	$15.64
Non-Recurring – First/Add'l	$41.56/$29.82
Disconnect Chg.- First/Add'l	$12.96/$10.34
4 – **Fiber**, Recurring	$28.11
Non-Recurring – First/Add'l	$50.53/$38.78
Disconnect Chg.- First/Add'l	$16.97/$14.35

3. All of the other provisions of the Agreement dated February 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

DSLNET Communications, LLC

By: Wendy Bluemling
Signature

Name: Wendy Bluemling

Title: Director- Regulatory Affairs

Date: December 2, 1999

BellSouth Telecommunications, Inc.

By:
Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 12/6/99