

J. Russell Farrar
William N. Bates
Kristin Ellis Berexa
Teresa Reall Ricks
Molly R. Cripps
Mary Byrd Ferrara*
Robyn Beale Williams
Jennifer Orr Locklin
Keith F. Blue
Christopher J. Larkin**

*Also licensed in KY
**Also licensed in AL

LAW OFFICES
FARRAR & BATES, L.L.P.

211 Seventh Avenue North
Suite 420
Nashville, Tennessee 37219
Telephone 615-254-3060
Facsimile 615-254-9835
E-Mail fblaw@farrar-bates.com

RECEIVED
2005 JAN 24 PM 2:09
H. LaDon Baltimore
T.R.A. DOCKET ROOM

January 24, 2005

Honorable Pat Miller, Chairman
Tennessee Regulatory Authority
ATTN: Sharla Dillon, Dockets
460 James Robertson Parkway
Nashville, TN 37243-5015

Via Hand Delivery

RE. Joint Petition for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended; Tennessee Regulatory Authority Docket No. 04-00046

Dear Ms. Dillon:

Enclosed are the original and 13 copies of a proposed Agreed Protective Order in the above-referenced docket.

Thank you for your assistance in this matter.

Sincerely,



H. LaDon Baltimore

LDB/dcg
Enclosures
cc: Guy Hicks, Esq.

PROPOSED

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

RECEIVED

2005 JAN 24 PM 2:09

In Re: *Joint Petition for Arbitration of NewSouth Communications Corp., et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended*

Docket No. 04-00046

AGREED PROTECTIVE ORDER

To expedite the flow of filings, exhibits and other materials, and to facilitate the prompt resolution of disputes as to the confidentiality of such material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled; the Tennessee Regulatory Authority ("TRA") hereby orders that:

1. The attached Protective Agreement is incorporated in this Order as if set forth in its entirety.
2. The terms "State Commission" and "Commission" set forth in the Attached Agreement shall also include and refer to the Tennessee Regulatory Authority.
3. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents, such failure shall not constitute a waiver of confidentiality; provided the party or non-party who has produced the document shall notify the recipient of the document in writing within five (5) days of discovery of such inadvertent failure to designate the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as CONFIDENTIAL. An inadvertent failure to designate a document as CONFIDENTIAL shall not, in any way, affect the TRA's determination as to whether the document is entitled to CONFIDENTIAL status.

4. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents and such failure is not discovered in time to provide five (5) day notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-Hearing Conference called for the purpose or at the Hearing on the merits may request designation of such documents as CONFIDENTIAL, and if the motion is granted by the Pre-Hearing Officer, Administrative Law Judge, or the Authority, the recipients shall immediately treat the subject documents as CONFIDENTIAL. The Tennessee Regulatory Authority, the Pre-Hearing Officer or Administrative Law Judge may also, at his or her discretion, either before or during the Pre-Hearing Conference or hearing on the merits of the case, allow information to be designated CONFIDENTIAL and treated as such in accordance with the terms of this Order.

5. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed and maintained in the TRA Docket Room in sealed envelopes marked CONFIDENTIAL and labeled to reflect the style of this proceeding, the docket number, the contents of the envelope sufficient to identify its subject matter, and this Protective Order. Such envelopes shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order of the TRA, Pre-Hearing Officer, or Administrative Law Judge after due notice to counsel of record. Notwithstanding the foregoing, the Directors and the Staff of the TRA may

review any paper filed as CONFIDENTIAL without obtaining an order of the TRA, Pre-Hearing Officer or Administrative Law Judge, provided the Directors and Staff maintain the confidentiality of the paper in accordance with the terms of this Order.

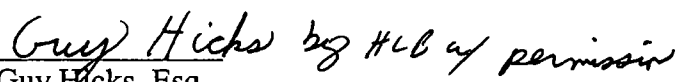
6. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of such party, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose such information.

7. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

8. Nothing herein shall prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as CONFIDENTIAL shall receive protection other than that provided herein.

Hearing Officer

APPROVED FOR ENTRY:


Guy Hicks, Esq.
Counsel for BellSouth Telecommunications, Inc.


H. LaDon Baltimore, Esq.
Counsel for Joint Petitioners

BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION

Docket No. P-772, Sub 8
Docket No. P-913, Sub 5
Docket No. P-989, Sub 3
Docket No. P-824, Sub 6
Docket No. P-1202, Sub 4

In the Matter of

Joint Petition NewSouth Communications
Corp., *et al.* for Arbitration with
BellSouth Telecommunications, Inc.

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PROTECTIVE AGREEMENT

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential ("Confidential Information"), and to ensure that the protection is afforded to material so entitled, BellSouth Telecommunications, Inc. and NewSouth Communications Corp., NuVox Communications, Inc. KMC Telecom V, Inc. and KMC Telecom III LLC ("KMC Telecom") and Xspedius Communications LLC, the undersigned parties, through their respective attorneys, hereby stipulate and agree as follows:

Definitions:

1. The term "Confidential Information" refers to any information in written, oral or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer information, and other technical, financial or business information, designated as "Confidential Information" by a producing party if the party believes in good faith that the material is confidential or proprietary and is entitled to protection from disclosure under any provision of law as provided in any one of the nine

states in the Southeastern Regional Area or in Federal Law, and the material is furnished pursuant to discovery requests, depositions, or otherwise produced during This Proceeding. "Confidential Information" shall not include information contained in the public files of any the Federal Communications Commission ("FCC") or any State Commission in the Southeastern Regional Area that is subject to disclosure under relevant state statutes nor shall it include information that, at the time it is provided through discovery or otherwise during this Proceeding or prior thereto, is or was public or that becomes public other than through disclosure in violation of this Agreement. Nor shall "Confidential Information" include information found by the FCC or any State Commission in the Southeastern Regional Area, or its representative/agent or a court of competent jurisdiction, not to merit the protection afforded Confidential Information under the terms of this Agreement.

2. The term "This Proceeding," for the purposes of this Protective Agreement, shall refer to the proceeding to adjudicate the Petition for Arbitration with BellSouth Telecommunications, Inc. filed by NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III, LLC, and Xspedius Communications, LLC filed February 11, 2004.

3. The term "Southeastern Regional Area" shall include and is limited to the following states: Alabama, Georgia, Mississippi, Kentucky, Tennessee, South Carolina, North Carolina, Florida and Louisiana.

4. The term "State Commission" shall refer to the public utilities commission in which material designated as Confidential Information is submitted, and shall include no state commissions in states not included in the Southeastern Regional Area.

Confidential Information:

1. **General.** The parties will be bound by the terms of this Protective Agreement upon its execution and may thereafter exchange Confidential Information. Either party shall be entitled to seek enforcement (or other appropriate relief, including sanctions, pertaining to) of this Protective Agreement before any State Commission within the Southeastern Regional Area, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. With respect to the foregoing, the Parties agree that monetary damages would be an inadequate remedy for any breach or threatened breach of this Protective Agreement and that injunctive relief from a court of competent jurisdiction is appropriate for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the production and disclosure of all materials deemed "Confidential Information."

2. **Designation of Material.** Confidential written information shall be so indicated by clearly marking each page, or portion thereof, for which a Confidential Information designation is claimed with a marking such as "Confidential-Subject to Protective Agreement," with a notation of the relevant case or docket number, or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature. Interrogatory answers, responses to requests for admission, deposition transcripts and exhibits, pleadings, motions, affidavits, and briefs that quote, summarize, or contain materials entitled to protection under this Agreement are accorded status as a stamped confidential document, and to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that is not entitled to protection.

Confidential non-written information shall be so indicated by asserting the confidentiality of such information at the time of disclosure.

3. Material Provided to the Parties. Except with the prior written consent of the party who has designated a document or other non-written information as "Confidential Information," or as hereinafter provided, no Confidential Information may be disclosed to any person.

4. Permissible Disclosure of Confidential Information.

(A) Notwithstanding paragraph 3, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior written consent only to the following persons, only in prosecuting This Proceeding, and only to the extent necessary to assist in prosecuting This Proceeding:

(i) The reviewing State Commission and its Staff.

(ii) Counsel of record representing a party in This Proceeding and any legal support personnel (e.g., paralegals and clerical employees) acting at the direction of counsel in This Proceeding.

(iii) Other employees, officers, or directors of a party, or consultants or experts retained by a party, who are not engaged in the sale or marketing or pricing of any products or services on behalf of the receiving party, unless the producing party gives prior written authorization for specific individuals in the prohibited categories above, to review the Confidential Information. If the producing party refuses to give such written authorization, the receiving party may, for good cause shown, request an order from the relevant State Commission or its designated representative, allowing an individual involved

in the prohibited categories above to have access to the Confidential Information. Individuals who become reviewing representatives under this paragraph agree that they will not use the Confidential Information made available in This Proceeding to engage or consult in the development, planning, marketing, procurement, manufacturing, pricing or selling of telecommunication services, equipment, software or other offerings, strategic or business planning, competitive assessment, and/or network planning, operations or procurement.

(iv) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions in This Proceeding.

(v) Persons noticed for depositions or designated as witnesses, to the extent reasonably necessary in preparing to testify or for the purpose of examination in This Proceeding.

(B) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information, and shall not use the information in any activity or function other than in prosecuting This Proceeding before the relevant State Commission. Each individual who is provided access to Confidential Information must receive a copy of this Agreement and sign, and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party before being provided copies of any Confidential

Information. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(i) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraphs (A) - (D) of this section. Each party shall maintain a log, recording the number of copies made of all Confidential Information, and the persons to whom the copies have been provided. Any note memorializing or recording of Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(ii) Within ninety (90) days of the completion of This Proceeding, including all motions and appeals, all originals and reproductions of Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party or destroyed. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed. If materials are destroyed rather than returned to the producing party, a sworn statement to that effect by counsel of record for the receiving party shall be provided to the producing party.

(C) Before a Party that has received Confidential Information may disclose a document or other non-written information designated or marked as Confidential Information to any person who (i) has executed a Certificate of Authorized

Reviewing Representative agreeing to be bound by the Provisions of this Protective Agreement and (ii) is employed by a competitor of the party that so designated the document or other non-written information, the party wishing to make such disclosure shall give at least five (5) days advance notice in writing to the counsel or party who designated such information as Confidential, stating the names and addresses of the person(s) to whom the disclosure will be made, identifying with particularity the documents to be disclosed, and stating the purposes of such disclosure. If, within the five day period, a motion is filed objecting to the proposed disclosure, a disclosure is not permissible unless and until the reviewing State Commission has denied such motion.

5. Declassification. A party may apply to the Commission for a ruling that documents, categories of documents, deposition transcripts or other non-written information, stamped or designated as confidential, are not entitled to such status and protection. The party or other person that designated the document or other non-written information, as Confidential Information shall be given notice of the application and an opportunity to respond.

6. Confidential Information Offered in Evidence or Filed in the Record. Subject to paragraphs 4 and 5, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the Commission in this proceeding provided that the submission is done *in camera* or under seal, as applicable. If Confidential Information will be the subject of any cross-examination questions by a party or otherwise made a part of the record in the Proceeding, the cross-examining party or party desiring to offer the information into the record shall provide advance notice, either verbally or in

writing, to the party who provided the Confidential Information and allow the providing party a reasonable time to ask the Commission to impose protective measures to preserve the confidentiality of the Confidential Information.

7. Subpoena by Courts or Other Agencies. If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within one (1) business day) notify the party (or other person who designated the document or non-written information as confidential) of the pendency of such subpoena or order to allow that party time to object to that production or seek a protective order.

8. Client Consultation. Nothing in this Protective Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information except under the procedures on paragraph 4 above.

9. Use. Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of litigation in This Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings.

10. Non-Termination. The obligations of the parties with respect to Confidential Information received pursuant to this Protective Agreement shall survive and continue after any expiration or termination of this Agreement.

11. **Preservation of Rights.** Nothing in this Protective Agreement shall prevent any party from objecting to discovery or challenging the admissibility of any and all information and data that it believes to be otherwise improper.

12. **Responsibilities of the Parties.** The Parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information. A receiving Party shall protect such Confidential Information by using the same degree of care (which shall be no less than reasonable care) to prevent its unauthorized disclosure as the receiving Party exercises in the protection of its own confidential information.

13. **Severability and Jurisdiction.** It is further agreed that if any provision of this Protective Agreement shall contravene any statute or constitutional provision or amendment either now in affect or which may, during the term of this agreement be enacted, then that conflicting provision in the agreement shall be deemed null and void with respect to the State Commission in the state where the conflict is present. The Parties agree to submit to the jurisdiction of state or federal courts within the Southeastern Regional Area.

14. **Counterparts.** This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

IN WITNESS WHEREOF, the Parties, for themselves, their successors and assigns, have caused this Protective Agreement to be executed in their respective names.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]
Title: Counsel for Belsouth
Date: 1/12/08

NEWSOUTH COMMUNICATIONS CORP.

By: [Signature]
Title: Counsel for Newsouth
Date: 5/6/04

NUVOX COMMUNICATIONS, INC.

By: [Signature]
Title: Counsel for Nuvox
Date: 5/6/04

XSPEDIUS MANAGEMENT CO., LLC

By: [Signature]
Title: Counsel for Xpedius
Date: 5/6/04

KMC TELECOM

By: [Signature]
Title: Counsel for KMC
Date: 5/6/04

ATTACHMENT A

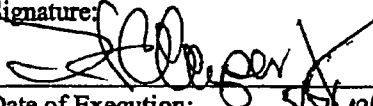
STATE OF NORTH CAROLINA

COUNTY OF WAKE

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Henry C. Campen, Jr.
(insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature: 

Date of Execution: 5/7/04
(Type or Print below)

Name: Henry C. Campen, Jr.

Title: Attorney

Company: Parker, Poe, Adams & Bernstein LLP

Address: Wachovia Capital Center

Suite 1400

Raleigh, NC 27601

Requesting Party: NewSouth Communications Corp.,
Nuvox Communications, Inc., Xspedius Management
Co., LLC and KMC Telecom

SWORN TO AND SUBSCRIBED BEFORE ME on this 7th day of May, 2004.


(NOTARY PUBLIC)

My Commission expires: 2-15-05

COLLEEN COLEMAN
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires 2-15-05



Henry C. Campen, Jr.

Partner

Telephone: 919 890 4145

Direct Fax: 919 834 4564

henrycampen@parkerpoe.com

Attorneys and Counselors at Law

Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Post Office Box 389
Raleigh, NC 27602-0389
Telephone 919 828 0564
Fax 919 834 4564
www.parkerpoe.com

May 18, 2004

VIA HAND DELIVERY

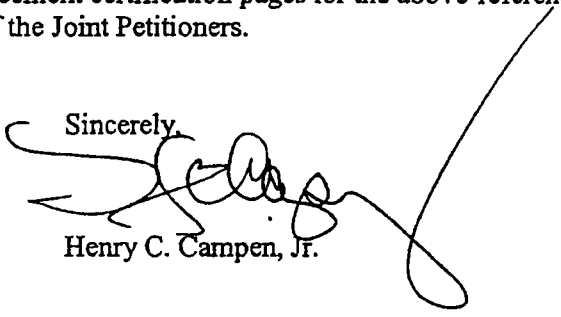
Linda Cheatham
Director of Regulatory & External Affairs
BellSouth Telecommunications, Inc.
128 West Hargett Street
Raleigh, NC 27601

Re: Protective Agreement for NCUC Docket Nos. P-772, Sub 8,
P-913, Sub 5, P-989, Sub 3, P-824-Sub 6 and P-1202, Sub 4

Dear Linda:

Enclosed are the Protective Agreement certification pages for the above-referenced dockets which have signed on behalf of the Joint Petitioners.

Sincerely,



Henry C. Campen, Jr.

HCC.ahd

Enclosures

CHARLESTON, SC
CHARLOTTE, NC
COLUMBIA, SC
SPARTANBURG, SC

ATTACHMENT A

~~STATE OF~~ District of Columbia

COUNTY OF _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Jennette E. Elmi (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature:

Jennette E. Elmi

Date of Execution: 5-17-04

(Type or Print below)

Name: Jennette E. Elmi

Title: Paralegal

Company: Kelley Dye & Women

Address: 1200 19th St. NW

Suite 500

Washington, DC 20008

Requesting Party: Joint Petitioners

SWORN TO AND SUBSCRIBED BEFORE ME on this 17th day of May, 2004.

[Signature]
(NOTARY PUBLIC)

My Commission expires: 3/31/05

ATTACHMENT A

STATE OF District
COUNTY OF of Columbia

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Stephanie Joyce (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature:

Date of Execution: 5/17/04

(Type or Print below)

Name: Stephanie Joyce

Title: Associate

Company: Kelley Drye & Warren

Address: 1200 19th Street NW

Suite 500

Washington DC 20036

Requesting Party: Joint Petitioner

SWORN TO AND SUBSCRIBED BEFORE ME on this 17th day of May, 2004.

(NOTARY PUBLIC)

My Commission expires: 3/31/05

ATTACHMENT A

STATE OF District of
COUNTY OF Columbia

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Heather T. Hendrickson (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature:

Heather T. Hendrickson

Date of Execution: 5/17/04
(Type or Print below)

Name: Heather T. Hendrickson

Title: Attorney

Company: Kelley Drye + Warren LLP

Address: 1200 14th Street N.W.

Suite 500

Washington DC 20036

Requesting Party: Joint Petitioners

SWORN TO AND SUBSCRIBED BEFORE ME on this 17th day of May 2004.

[Signature]
(NOTARY PUBLIC)

My Commission expires: 3/31/05

ATTACHMENT A

~~STATE OF~~ WASHINGTON, D.C.

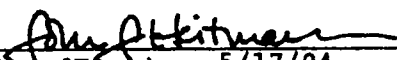
~~COUNTY OF~~ _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared John J. Heitmann (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature:


Date of Execution: 5/17/04

(Type or Print below)

Name: John J. Heitmann

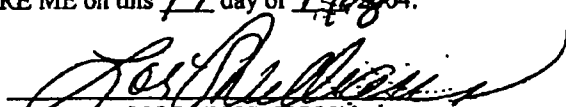
Title: Partner

Company: Kelley Drye & Warren LLP

Address: 1200 19th Street, NW, Suite 500
Washington, D.C. 20036

Requesting Party: Joint Petitioners

SWORN TO AND SUBSCRIBED BEFORE ME on this 17th day of May, 2004.


(NOTARY PUBLIC)

My Commission expires: 3/31/05

ATTACHMENT A

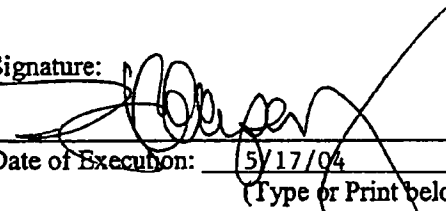
STATE OF NORTH CAROLINA

COUNTY OF WAKE

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Henry C. Campen, Jr. (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Information that will be provided to me in this proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the arbitration proceeding in the Southeastern Regional Area that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these proceedings in the State Commissions within the Southeastern Regional Area as set forth in the Protective Agreement.

Signature: 

Date of Execution: 5/17/04
(Type or Print below)

Name: Henry C. Campen, Jr.

Title: Attorney

Company: Parker, Poe, Adams & Bernstein LLP

Address: 1400 Wachovia Capital Center

P.O. Box 389

Raleigh, NC 27602-0389

Requesting Party: NewSouth Communicatinos Corp.,
NuVox Communications, Inc., KMC Telecom V, Inc.
and KMC Telecom III LLC ("KMC Telecom") and
Xspedius Communications, LLC

SWORN TO AND SUBSCRIBED BEFORE ME on this 17th day of May 2004.


(NOTARY PUBLIC)

My Commission expires: 2-15-05

COLLEEN COLEMAN
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires 2-15-05