BELLSOUTH

RECEIVED

2004 OCT 12 PM 2:51

TR.A. DOCKET ROOM

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy hicks@bellsouth com

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

October 12, 2004

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37238

Re. *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and NewSouth Communications Corp Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00353

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth Communications Corp and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated May 18, 2001. The first Amendment adds rates and language for Co-Carrier Cross Connects to the Agreement, the second Amendment adds Melded Tandem Switching to the Agreement and the third Amendment relates to Local Portability Recovery

Thank you for your attention to this matter

Sincerely yours,

Guy M. Hicks

cc Senior Vice President of Network Planning & Provisioning, NewSouth Communications, Corp.

#420636

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

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

COME NOW, NewSouth Communications Corp. ("NewSouth") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated May 18, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, NewSouth and BellSouth state the following:

1. NewSouth 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 NewSouth. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on August 1, 2001 for approval.

2. The parties have recently negotiated three Amendments to the Agreement. The first Amendment adds rates and language for Co-Carrier Cross Connects to the Agreement; the second Amendment adds Melded Tandem Switching to the Agreement and the third Amendment relates to Local Portability Recovery. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the 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 NewSouth within 90 days of their 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 NewSouth and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 12th day of Oct, 2004.

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 on the 12th day of Oct., 2004:

Senior Vice President of Network
Planning & Provisioning
NewSouth Communications, Corp.
NewSouth Center
Two N. Main Street
Greenville, SC 29601

Guy M. Hicks

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

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

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

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

1 The Parties agree to add the rate elements and USOCs contained in Exhibit 1 to Exhibit A of Attachment 4

2 The Parties agree to the following as new Sections 3 5 and 3.6 to Attachment 4

3 5 Co-Carrier Cross Connect (CCXC) CCXCs are cross connects between NewSouth and another collocated telecommunications carrier other than BellSouth in the same Premises Where technically feasible, BellSouth will permit NewSouth to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51 323 Both NewSouth's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs BellSouth applicable charges will be imposed on the requesting telecommunications carrier. NewSouth is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers

3 5 1 NewSouth may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC The CCXC shall be provisioned through facilities owned or leased by NewSouth Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark) In cases where NewSouth's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, NewSouth may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs,

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

3 5 2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure prior to July 28, 2004 that has been paid in full by NewSouth via nonrecurring CCXC charges If NewSouth has ordered a service that originates from its collocation space and terminates to another collocator's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using NewSouth specific connecting facility assignments (CFAs) provided by NewSouth and the other collocator at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("grandfathered")

3 5 3 NewSouth shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting NewSouth provisioned CCXC shall utilize common cable support structure There will be a recurring charge per linear foot, per cable, of common cable support structure used In the case of two (2) contiguous caged collocation arrangements, NewSouth may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements

3 5 4 To request or self-provision CCXCs, NewSouth must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit A, will apply If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to NewSouth. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.

3 5.5 If requested by NewSouth, BellSouth will provision additional cable racking, if insufficient capacity is available to support NewSouth's request to provision a CCXC itself

3 6 Direct Connect (DC) BellSouth will permit NewSouth to interconnect directly between NewSouth's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC NewSouth must use a BellSouth Certified Supplier to place the DC The DC shall be provisioned through facilities owned by NewSouth In those cases where NewSouth's virtual and/or physical collocation space is contiguous in the central office, NewSouth will have the option of using NewSouth's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure NewSouth will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. NewSouth may not self-provision DC's on any BellSouth distribution frame, POT, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect).

3 6.1 NewSouth is responsible for ensuring the integrity of the signal NewSouth-provisioned DC's shall utilize common cable support structure There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, NewSouth will have the option of using NewSouth's own technicians to construct its own dedicated support structure

3 6 2 To request or self-provision DCs, NewSouth must submit an Initial Application or Subsequent Application If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit A, will apply If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response

3 All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect

4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) of the Federal Telecommunications Act of 1996

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

BellSouth Telecommunications, Inc.	**NewSouth Communications, Corp.**
By:	By:
Name: KRISTED E. ROWE	Name: Jake E. Jennings
Title: DIRECTOR	Title: VP, Regulatory Affairs
Date: 8/11/04	Date: August 9, 2004

[CCCS Amendment 4 of 13]

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

BellSouth Telecommunications, Inc.	**NewSouth Communications, Corp.**
By:	By:
Name: KRISTED E. ROWE	Name: Jake E. Jennings
Title: DIRECTOR	Title: VP, Regulatory Affairs
Date: 8/11/04	Date: August 9, 2004

[CCCS Amendment 4 of 13]

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure per linear ft.			CLO	PE1ES	0 0011										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin ft			CLO	PE1DS	0 0016										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584 22									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535 37									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		535 37									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		535 54									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		535 54									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure per linear ft			CLO	PE1ES	0 001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per lin ft			CLO	PE1DS	0 0015										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee per application			CLO	PE1DT		583 18									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		553 43									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		553 43									

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic-1st	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic-Add'l	Exhibit A Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0 0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per lin ft			CLO	PE1DS	0 0018										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584 20									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		535 55									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		535 55									

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- 1st	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure per linear ft			CLO	PE1ES	0 001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per lin ft			CLO	PE1DS	0 0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583 30									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		534 79									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		534 79									

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- 1st	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0 001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per lin ft			CLO	PE1DS	0 0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583 13									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		534 65									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		534 65									

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- 1st	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532 72									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532 72									

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- 1st	Attachment 2 Incremental Charge - Manual Svc Order vs Electronic- Add'l	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit A Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0 001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per ln ft			CLO	PE1DS	0 0015										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee per application			CLO	PE1DT		584 42									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure per cable	I		CLO	PE1DU		536 56									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		536 56									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin ft			CLO	PE1DS	0 0019										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0 0013										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee per application			CLO	PE1DT		585 09									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555 03									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure per cable	I		CLO	PE1DV		555 03									

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

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

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

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

1 The parties agree to add the following provision to Attachment 2, Section 3 3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

3 3 1 1 Where NewSouth utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply The UNE Call Flows applicable to UNE-P set forth on BellSouth's website at http://interconnection bellsouth com/guides/unedocs/2wireGrdULPSComb.pdf illustrate when the full or melded Tandem Switching rates apply for specific scenarios

2 All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect

3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

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

BellSouth Telecommunications, Inc.	**NewSouth Communications, Corp.**
By:	By:
Name: KRISTEN E. ROWE	Name: Jake E. Jennings
Title: DIRECTOR	Title: VP, Regulatory Affairs
Date: 8/18/04	Date: August 13, 2004

[CCCS Amendment 2 of 11]

Exhibit 1

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2		Exhibit C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU (Melded)					0 000040993										
	Tandem Trunk Port - Shared Per MOU (Melded)					0 000086947										
	Melded Factor 43 15% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2		Exhibit C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU (Melded)					0 000027185										
		Tandem Trunk Port - Shared, Per MOU (Melded)					0 000048434										
		Melded Factor 20 61% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2		Exhibit C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU (Melded)					0 000017904										
		Tandem Trunk Port - Shared, Per MOU (Melded)					0 00002868										
		Melded Factor 18 42% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment 2		Exhibit C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU (Melded)				0 000094381										
		Tandem Trunk Port - Shared Per MOU (Melded)				0 000117538										
		Melded Factor 48 65% of the Tandem Rate														

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2		Exhibit C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU (Melded)					0 000035296										
		Tandem Trunk Port - Shared Per MOU (Melded)					0 000073438										
		Melded Factor 33 08% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2		Exhibit C	
CATEGORY		RATE ELEMENTS	Interim -	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU (Melded)					0 000063441										
		Tandem Trunk Port - Shared Per MOU (Melded)					0 000067307										
		Melded Factor 36 82% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit C	
													Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU (Melded)				0 00024618										
		Tandem Trunk Port - Shared Per MOU (Melded)				0 00012309										
		Melded Factor 41 03% of the Tandem Rate														

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment 2		Exhibit C	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU (Melded)					0 00004951										
		Tandem Trunk Port - Shared, Per MOU (Melded)					0 000086749										
		Melded Factor 30 30% of the Tandem Rate															

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit C	
													Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0 0009778										
	Tandem Switching Function Per MOU (Melded)					0 000380364										
	Melded Factor 38 90% of the Tandem Rate															

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

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

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

WHEREAS, BellSouth and NewSouth are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No 95-116, released April 13, 2004,

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

1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit C of Attachment 2, as specified by the following USOCs LNPCX, LNPCP, LNPCN, and LNPCC

2. The Parties agree to add the following language to Section 3 as Section 3 1 1 1 of Attachment 2 and Section 5 as Section 5 2 3 of Attachment 2

   - In addition to other charges specified in this Agreement for Local Number Portability NewSouth shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No 1 Tariff,

3 All of the other provisions of the Agreement dated May 18, 2001 shall remain unchanged and in full force and effect.

4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Signature Page

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

BellSouth Telecommunications, Inc.	**NewSouth Communications, Corp.**
By	By
Name KRISTEN E. ROWE	Name Jake E. Jennings
Title DIRECTOR	Title: VP, Regulatory Affairs
Date 8/19/04	Date: August 17, 2004

[CCCS Amendment 2 of 2]