BELLSOUTH

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July 30, 2001

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996*
Docket No. 97-00309

Dear Mr. Waddell:

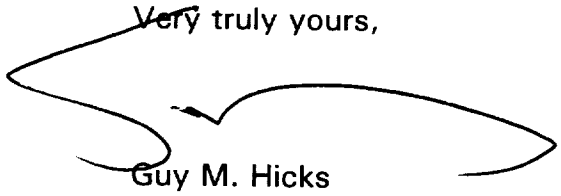
Enclosed are the original, four paper copies, and an electronic version of BellSouth's 271 filing.

The affidavit of Mr. Douglas E. Schaller contains proprietary CLEC-specific information. This proprietary affidavit is being filed with the Authority under separate cover subject to the terms of the Protective Order entered in this proceeding. Based on BellSouth's understanding that certain CLECs object to BellSouth providing this information to other CLECs, even subject to the terms of a protective order, the proprietary version of Mr. Schaller's filing is not being provided by BellSouth to the parties of record. Copes of the redacted, non-proprietary version of Mr. Schaller's filing are enclosed. The electronic version of BellSouth's 271 filing includes the non-proprietary redacted version of Mr. Schaller's filing.

This will also confirm BellSouth's agreement to extend the TRA's 90-day review period consistent with the schedule and hearing dates proposed by BellSouth, which allow for a longer review period. An electronic copy of the

enclosed is being provided to counsel of record. Thank you for your attention to this matter.

Very truly yours,



Guy M. Hicks

GMH:ch

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2001, a copy of the foregoing document was served on the parties of record, via hand delivery, facsimile, overnight or US Mail, addressed as follows:

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BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF THOMAS G. WILLIAMS

BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION

DOCKET NO. 97-00309

July 30, 2001

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Thomas G. Williams. I am employed by BellSouth as Product Manager for Line-Sharing for the nine-state BellSouth region. My business address is 3535 Colonnade Parkway, Suite E511, Birmingham, Alabama, 35242.

Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND?

A. My career at BellSouth spans over 14 years and includes positions in various product management positions. I also have seventeen years service with AT&T and Southern Bell, during which I held various positions in sales, marketing, and operations. I have a bachelor's degree in Marketing.

Q. HAVE YOU TESTIFIED PREVIOUSLY?

Document #:

A. A. Yes. I previously testified before the Georgia, Alabama, Florida, Mississippi, and Louisiana Public Service Commissions, the Public Service Commission of South Carolina, and the Tennessee Regulatory Authority, and filed testimony with the Alabama, and Florida Public Service Commissions and the Public Utility Commission of North Carolina.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is twofold. First, I will demonstrate that BellSouth provides nondiscriminatory access to the high frequency portion of the loop in compliance with requirements of the Federal Communications Commission's ("FCC") *Line-sharing Order* and *Line-sharing Reconsideration Order*.[1]

Second, I will demonstrate that a single competing carrier, or two separate competing carriers acting together, can provide voice and data services over a single unbundled loop obtained from BellSouth (the FCC refers to the latter arrangement as "line splitting.").[2]

Q. WHAT IS LINE-SHARING?

[1] *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order CC Docket No. 98-147 and Fourth Report and Order CC Docket No. 96-98, 14 FCC Rcd 20,912 (1999) ("*Line-sharing Order*"); *Deployment of Wireline Service Offering Advanced Telecommunications Capability*, Order on Remand, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91 (1999) ("*Line-sharing Reconsideration Order*").
[2] *Line-sharing Reconsideration Order*, Para. 16-18.

A. Line-sharing allows a CLEC to provide high-speed data services to BellSouth voice customers. The CLEC's data service is provisioned over the high frequency portion of a copper loop. The high frequency portion of the loop is the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit switched voice band transmissions.[3] The data signal typically is split off from the voice signal by a splitter and then delivered to a digital subscriber line access multiplexer ("DSLAM") located in the CLEC's network at its collocation space. The DSLAM converts the data signal into packets for transmission over the CLEC's network.

BellSouth developed its line-sharing product in conformance with the obligations set forth in the FCC's Line-sharing Order and the Line-sharing Reconsideration Order. In these Orders, the FCC created a new UNE that consists of the high frequency portion of the copper loop over which the ILEC provides analog voice service to the end user. According to the FCC, line-sharing consists of the following:

- Two carriers - one voice provider ILEC and one data provider (Data LEC) serving a customer at a single address, i.e., one customer per loop. (Line-sharing Order, 14 FCC Rcd at 20,948, ¶ 74);

- xDSL technologies that do not use the frequencies immediately above the voice band, (i.e. ADSL), preserving

[3] 47 C.F.R. 51.319(h)(1).

a "buffer" zone to ensure the integrity of the voice band traffic (Id., at 14 FCC Rcd at 20,943-44, ¶64);

- xDSL technologies that do not interfere with analog voice band transmission. (Id. at 14 FCC Rcd at 20,946-47, ¶¶ 70-71); and

- Lines that carry traditional Plain Old Telephone Service ("POTS") analog voice band services provided by the ILEC. If the ILEC's retail POTS service is disconnected, the Data LEC must purchase the entire stand-alone loop if it wishes to continue providing xDSL to the customer. Similarly, ILECs are not required to provide line-sharing to a requesting carrier when the CLEC purchases a combination of network elements known as the UNE platform. (Id., at 14 FCC Rcd at 20,947-48, ¶¶ 72-73).

BellSouth offers line-sharing in accordance with FCC rules. Specifically, line-sharing is available to a single requesting carrier, on loops that carry BellSouth's POTS, so long as the xDSL technology deployed by the requesting carrier does not interfere with the analog voice band transmissions. BellSouth allows line-sharing CLECs to deploy any version of xDSL that is presumed acceptable for shared-line deployment in accordance with FCC rules and that will not significantly degrade analog voice service. To facilitate line-sharing, BellSouth will perform Unbundled Loop Modification (line conditioning) at the request

of a CLEC on any loop, regardless of loop length, unless such conditioning would significantly degrade the customer's analog voice service provided by BellSouth.

Q. HOW WAS BELLSOUTH'S LINE-SHARING OFFERING DEVELOPED?

A. In accordance with the suggestion in the FCC's *Line-sharing Order*, BellSouth developed its line-sharing product through a collaborative process with all interested CLECs. BellSouth invited CLECs to a collaborative line-sharing meeting in Atlanta on January 26, 2000. Twelve CLECs participated in the meeting. The participants agreed to form several working teams to develop, test, and refine the procedures for use by CLECs and BellSouth to implement line-sharing successfully. The first meeting of the working teams was held on February 2, 2000. The participants jointly decided to have two sub-committees: a technical sub-committee and a systems/process sub-committee. Each sub-committee would meet one day each week. The technical sub-committee worked on technical issues, such as systems/network architecture and testing. The systems/process sub-committee focused on the pre-ordering, ordering, provisioning, maintenance, and billing issues associated with line-sharing. Each sub-committee listed and prioritized issues and action items. The sub-committees addressed and resolved issues essential to the development of the architecture and operations plan for the line-sharing product. Beginning April 12, 2000, the collaborative consolidated the

two sub- committees and conducted the collaborative meetings on one full day each week.

Q. WHAT WAS THE GOAL OF THE COLLABORATIVE MEETINGS?

A. The primary goal of the collaborative meetings was to jointly develop procedures and operations plans to implement central office-based line-sharing. Attached to my testimony are several exhibits that the participants developed in the collaborative to assist in the development of the line-sharing product. Exhibit TGW-1 demonstrates the order flow for the ordering and provisioning of line-sharing splitters. Exhibit TGW-2 details the ordering and provisioning process for end user line-sharing orders. Exhibit TGW-3 is the Line-Sharing Ordering Document ("LSOD") that CLECs use for ordering splitters or making changes in splitters. Exhibit TGW-3A is the Line-sharing LSR Field Information. Exhibit TGW-4 is a document entitled "Job Aid for Loop Qualification System (LQS)," which assists the CLECs in qualifying, loops for xDSL services. Exhibit TGW-5 is the "BellSouth Business Rules for Local Orders" to assist CLECs in preparing line-sharing LSRs. Exhibit TGW-6 is a jointly developed maintenance flow that shows how troubles are reported and handled both for voice and data over line-shared loops. Exhibit TGW-7 is a document that was provided to the CLECs at the collaborative meeting that explains how CLECs can access BellSouth's TAFI to report troubles, to check the status of a reported trouble, or to run a MLT for line-shared loops. This exhibit is an extract from the CLEC TAFI documentation on the BellSouth Interconnection web site.

Exhibit TGW-8 shows the Trouble Receipt Process Flow for CLECs to report line-sharing data troubles to BellSouth and shows how the CLEC uses BellSouth's TAFI for line-sharing.

Six companies regularly participated in the joint CLEC/BellSouth meetings for central office-based line-sharing: BellSouth, Covad, NorthPoint, Rhythms, NewEdge, and DuroCommunications. Other companies also participated in the meetings, although less actively. They include AT&T, MCIWorldCom, BlueStar, NetworkTelephone, and Sprint.

Beginning June 28, 2000, the collaborative formed two additional teams. One team is addressing the development of the CLEC-owned splitter option for central office-based line-sharing. Exhibit TGW-9 is the charter for this collaborative team. Active participants for this collaborative team are the "owners" listed in the charter: BellSouth, Covad, DuroCommunications, NewEdge, Rhythms, and Sprint. NorthPoint was a monitoring member. The second new collaborative team is developing the architecture and procedures for remote-site line-sharing. Covad, Rhythms, DuroCommunications, NewEdge, and Sprint have been regular participants for the Remote Site Line-sharing Collaborative. The charter for this collaborative is Exhibit 10. These new collaborative teams meet on alternate weeks for one half day. The CLEC-owned splitter arrangement and remote-site line-sharing are discussed in more detail later in my testimony.

One important part of the line-sharing collaborative was the joint test of line-sharing procedures which was, in essence, an extensive carrier-to-carrier test of the product. BellSouth and the CLECs jointly created the Atlanta Line-sharing Pilot (the "Pilot") to test and refine the line-sharing procedures for end user service so that BellSouth and the CLECs could successfully implement line-sharing on June 6, 2000. The specific pilot objectives included various aspects of the line-sharing ordering and provisioning process including qualification of loops for line-sharing, and ordering and provisioning of access to the high frequency portion of the loop for the CLEC to provide data service. All parties agreed to work cooperatively to identify and resolve key ordering, provisioning, maintenance, and repair procedures.

Covad, NorthPoint, and Rhythms participated in the Pilot with BellSouth. These parties all agreed that the results of the Pilot would be shared with all of the participants in the collaborative.

BellSouth equipped eight Atlanta central offices (Marietta, Roswell, Buckhead, Peachtree Place, Duluth, Sandy Springs, Chamblee, and Toco Hills) with splitters for the Pilot. The CLECs selected and prioritized these pilot sites.

The Pilot was completed successfully in the second quarter of 2000. During the Pilot, the participants tested the procedures for provisioning of end user line-sharing service. Throughout the Pilot, the participants collectively analyzed the line-sharing processes and procedures that

had been developed, and then made necessary adjustments to assure a successful line-sharing commercial launch. At each step, BellSouth and the CLEC participants shared the decisions and results of the Pilot with their respective internal implementation organizations responsible for development of the necessary processes and OSS enhancements.

Q. WHAT STEPS DID BELLSOUTH TAKE TO INSURE IT COULD BEGIN OFFERING LINE-SHARING END USER SERVICE WHEN THE FCC INTENDED?

A. To ensure that CLECs could avail themselves of the line-sharing product on June 6, 2000, BellSouth permitted CLECs to order splitters in advance of the implementation deadline. In Georgia, CLECs began ordering splitter systems on March 26, 2000. In other states, including Tennessee, ordering began on
April 6, 2000. On June 6, 2000, BellSouth began accepting end user line-sharing orders from CLECs. BellSouth provisioned these orders in accordance with the procedures developed in the CLEC/BellSouth Collaborative Meetings and in the Pilot.

Q. HAS BELLSOUTH ENTERED INTO INTERCONNECTION AGREEMENTS FOR LINE-SHARING WITH CLECS IN TENNESSEE?

A. Yes. BellSouth has entered into region-wide interconnection agreements with CLECs such as Covad, NewEdge, and BlueStar for the ordering and provisioning of line-sharing in the BellSouth region.

Copies of these line-sharing agreements are attached as Exhibits TGW-11, TGW-12, TGW-13, TGW-14, and TGW-15 to my testimony. These agreements are current and in effect in Tennessee and several other agreements containing line sharing will soon be signed. Many of the general provisions and operational terms and conditions found in these agreements were worked out in the weekly collaborative meetings. Specific language for each CLEC was negotiated to satisfy the needs of that CLEC. These agreements contain interim rates, subject to true up from the individual state regulatory bodies, including the Tennessee Regulatory Authority. BellSouth's proposed rates for line-sharing currently are being considered in Docket No. 00-00544. The use of interim rates also adopted in this docket, also will allow CLECs to engage in line-sharing.

BellSouth also offers line-sharing in its Revised Tennessee Statement of Generally Available Terms and Conditions ("SGAT"). See Exhibit JAR-5 attached to Mr. John Ruscilli"s testimony. Proposed rates for line-sharing are set forth in Attachment A to the SGAT and are supported by cost studies filed with the Authority in Docket No. 00-00544. The current version of BellSouth's standard terms and conditions for line-sharing offered to CLECs is attached to my testimony as Exhibit TGW -16.

Q. WHAT ARCHITECTURE IS BELLSOUTH USING TO DEPLOY LINE-SHARING?

A. Attached to this testimony, as Exhibit TGW-17 is a diagram that illustrates the splitter arrangement for the BellSouth-owned splitter in the central office. BellSouth allows CLECs to order splitters in three different increments: full shelf (96 line units); one-fourth of a shelf (24 line units); or an 8-port option, currently under development. Under these options, BellSouth purchases, installs, inventories, leases, and maintains the splitters. BellSouth installs a splitter in its equipment space or in a common area close to the CLEC's collocation area. BellSouth will provide to requesting carriers loop and splitter functionality that is compatible with any transmission technology that the requesting carrier seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is deployable pursuant to Section 51.230 of the FCC rules. BellSouth provides a bantam jack at the splitter so the CLEC can test the high frequency portion of the loop.

Under any of these three options, a group of splitter ports is assigned to a specific CLEC. The splitter is connected to BellSouth's frame via cabling. One cable is connected to the splitter carrying the shared voice and data signal from the frame to the splitter. A second cable carries the voice traffic from the splitter back to the frame. A third cable carries the data traffic from the splitter to the frame. After the cables are run between the splitter and the frame, the technician performs a "streaker card" test. This test insures appropriate connectivity between the splitter and the BellSouth frame and that the splitter is ready to support end user line-sharing orders.

When wiring the end user line-sharing service, BellSouth uses collocation cross-connections to connect the loop carrying the shared voice and data traffic to the splitter termination on the frame. A second cross-connection carries the voice traffic from the splitter termination to the BellSouth voice switch. The data traffic is then carried to the CLEC collocation space by a cross connection. After the wiring is completed for the end user line service, BellSouth tests the voice service and also the cross-connections necessary to provide end user data service. In order to verify that the data cross-connections are correct, BellSouth recently completed work with a supplier who developed a Line-sharing Verification Transmitter test set. BellSouth technicians use this test set to ensure that the data portion of the circuit is wired correctly for the end user service.

Q. DOES BELLSOUTH ASSIST CLECS IN DETERMINING IF LOOPS QUALIFY FOR THE CLEC'S DATA SERVICE?

A. Yes. BellSouth provides its loop make-up information via the Loop Make Up service that a CLEC may use to determine for itself if a loop can support that CLEC's data service. Loop make-up information for a particular loop is the same whether the CLEC intends to purchase a stand-along xDSL-capable loop or engage in line-sharing. Thus, there is no difference in the process for obtaining loop make-up information between the two offerings. CLECs can submit requests for loop make-up information manually as described in the testimony of Wiley (Jerry)

G. Latham, or they can use the Local Exchange Navigation System ("LENS") and Telecommunications Access Gateway ("TAG") electronic interfaces described in the OSS testimony of Ron Pate filed in Docket No. 01-00362. CLECs may obtain certain pre-qualification information regarding a loop by accessing the Loop Qualification System described in Exhibit TGW-4, and as further explained in Mr. Pate's testimony.

Q. WHAT ARE THE CLEC'S OPTIONS IF THE LOOP IS DETERMINED TO BE UNSUITABLE FOR THE CLEC'S DATA SERVICE?

A. The CLEC may request that BellSouth modify the loop with BellSouth's Unbundled Loop Modification ("ULM") offering. ULM allows the CLEC to order removal of load coils or excessive bridged tap. ULM for line-sharing is the same process described in the testimony of Wiley (Jerry) G. Latham.

If the CLEC determines that a loop cannot be used or conditioned to provide data service on the high frequency spectrum, the CLEC can attempt to identify alternative loops via the Loop Make-Up process ("LMU"). If unloaded copper loops are available, the CLEC can reserve the facility for 96 hours. The LMU process will provide the CLEC a facility reservation number ("FRN"). The CLEC may place the FRN on the line-sharing LSR to have high frequency spectrum provisioned on the reserved loop.

If modifying a loop will significantly degrade the voice services BellSouth currently is providing over the loop, and if the CLEC is unable

to locate another loop that satisfies the technical requirements of the CLEC, the CLEC will not be allowed to offer data service on a loop shared with BellSouth. If necessary, BellSouth will make a showing to the state commission that the existing voice service will be degraded and that no alternative loops are available.

Q. HOW DOES THE CLEC ORDER LINE-SHARING?

A. Local Service Request ("LSR") for line-sharing is generally the same as an LSR for an unbundled xDSL-capable loop. The only difference is that an LSR for line-sharing requires some additional information, namely a splitter assignment. The purpose of the splitter assignment on the LSR is to direct BellSouth technicians to the correct splitter port for the order. A CLEC LSR for line-sharing specifies the splitter assignment by specifying the CLEC ACNA, central office floor, isle number, relay rack, splitter shelf, and slot. The LSR also specifies the CLEC cable ID and cable pair to access the high frequency portion of the loop. Exhibit TGW-3A to my testimony specifies the fields required on the line-sharing LSR. The process flow for an end user line-sharing order is shown in Exhibit TGW-2.

Q. CAN YOU DESCRIBE BELLSOUTH'S PROCESS FOR PROVISIONING LINE-SHARING SERVICE?

A. BellSouth provisions line-sharing under terms and conditions established with the CLECs during the collaborative process described above. These terms and conditions regarding provisioning of line-sharing are contained in interconnection agreements and BellSouth's Revised SGAT. Exhibits TGW-1 and TGW-2 to my testimony demonstrate the ordering and provisioning processes for line-sharing splitters and end user line-sharing orders.

As with any new product offering, BellSouth has experienced some isolated difficulties in the provisioning process. For example, BellSouth experienced problems in the installation of the splitters that necessitated certain network-related remedial actions and additional training. BellSouth is committed to addressing these issues on an ongoing basis through the collaborative process and via one-on-one communications with CLECs. For instance, BellSouth conducted "streaker card tests" for all central offices where line-sharing splitters are installed. A streaker card test determines if the splitter is correctly cabled to the frame. BellSouth has corrected every service-affecting condition that this streaker card test revealed. Moreover, the streaker card test is now part of BellSouth's installation procedures and will be performed on all new line-sharing splitters. In addition, in December 2000, BellSouth enhanced its Mechanized Loop Test (MLT) System such that MLT has the capability to detect the presence of a line-sharing splitter. This capability will allow CLECs to access MLT through

CLEC TAFI to verify that the splitter is in place prior to dispatching its technician.

Q. HOW CAN CLECS DETERMINE IF THEIR LINE-SHARING INSTALLATION ORDERS ARE COMPLETED?

A. There are two ways. BellSouth's CLEC Service Order Tracking System (CSOTS) provides CLECs with the status of their line-sharing billing orders. On April 27, 2001, BellSouth provided an enhancement to let the data LECs view the status of their provisioning orders. BellSouth will continue to provide CLECs with a "line-sharing COSMOS report" that provides the status of the BellSouth line-sharing work order. The data LEC simply has to check either of these reports and it will be advised as to the current status of its order.

Q. WHAT PROCESS DOES BELLSOUTH USE FOR MAINTENANCE AND REPAIR OF LINE-SHARING SERVICE?

A. As with stand-alone xDSL-capable loops, CLECs can report troubles with line-sharing manually or by using one of the maintenance and repair interfaces described in Mr. Pate's testimony filed in Docket No. 01-00362. BellSouth provides, on a nondiscriminatory basis, physical test access points to a requesting carrier through a standardized interface commonly referred to as a "bantam test jack" for the purpose of loop testing, maintenance and repair activities. In order to test the voice portion of the loop, CLECs can access MLT through TAFI. In

addition, BellSouth has developed interim Line-sharing Joint Meet Procedures that allow BellSouth and CLEC technicians to meet in a central office, when standard trouble reporting procedures do not resolve a trouble. BellSouth and the other Line Sharing Collaborative members agreed to discontinue use of this process because it was determined to no longer be necessary.

Q. WHAT IS BELLSOUTH'S POSITION CONCERNING TESTING DATA CONTINUITY?

A. As described under provisioning, BellSouth is willing to test continuity of the data circuit wiring. In January 2001, BellSouth advised to the line-sharing collaborative that BellSouth would begin using a new Line-sharing Verification Transmitter (LSVT) to test the wiring of the loops for line-sharing. The device has been deployed and use of this device has been included in procedures for installation and maintenance of line-sharing service.

Q. HAS BELLSOUTH PROVISIONED LINE-SHARING SERVICE IN TENNESSEE?

A. Yes. As of June 30, 2001, BellSouth had provisioned line-sharing on 41 lines in Tennessee and on 3,157 lines region-wide. BellSouth has deployed line sharing splitters for CLECs in 66 central offices as of June 30, 2001.

Q. IS BELLSOUTH WILLING TO CONSIDER ANY OTHER ARCHITECTURES FOR PROVIDING LINE-SHARING?

A. During the initial meetings of the collaborative, several CLECs requested the option of providing line-sharing via a CLEC-owned splitter located in the CLEC's collocation space. BellSouth agreed to investigate a CLEC-owned splitter option in the collaborative meetings following the successful commercial launch of the BellSouth-owned splitter product on June 6, 2000. As described earlier, the parties established an additional collaborative to serve as a vehicle for these discussions. Again, Exhibit TGW-9 to my testimony is the charter for this initiative. The goal of this collaborative team was to "support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line-sharing utilizing CLEC-owned splitters collocated in the central office…." See Exhibit TGW-9. This collaborative developed processes and procedures that enable CLECs to engage in line-sharing by means of a CLEC-owned splitter. Rates for line-sharing via a CLEC-owned splitter are set forth in Attachment A to BellSouth's Revised SGAT. A diagram for the CLEC-owned splitter option for
line-sharing in the central office is Exhibit TGW-18 to my testimony.

Despite the initial enthusiasm for a CLEC-owned splitter arrangement, to date no CLEC has installed its own splitter. Sprint committed to test the option beginning in January 2001, but then withdrew. No other CLEC has agreed even to test this option with BellSouth. BellSouth

remains committed to testing its offer of line-sharing via a CLEC-owned splitter.

In the line-sharing collaborative, BellSouth and the CLECs jointly agreed to a schedule for development of methods and procedures for the various requirements of the *Line-sharing Order*. Exhibit TGW-10 to my testimony is the charter for the remote terminal collaborative team. The stated goal of this collaborative "is to support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line-sharing utilizing splitters located in the remote terminal as one of the options to meet the requirements of the FCC line-sharing order." See Exhibit TGW-10**.** BellSouth has developed the RT Line-sharing option and performed internal testing. Because no CLEC had collocated a DSLAM in a remote terminal, nor demonstrated interest in ordering the RT line sharing option, the RT line sharing development effort has been suspended. BellSouth has completed internal testing and the development of methods and procedures and can deliver this option within 60 days of a CLEC request.

Notwithstanding the schedule developed by the collaborative and the apparent lack of CLEC interest, BellSouth stands ready to provide line-sharing from the remote terminal, if requested. BellSouth provides for line-sharing from the remote terminal in its SGAT. BellSouth will work independently with any interested CLEC to provide this service. To provide line-sharing from the remote terminal, the CLEC must collocate in the remote terminal and place a DSLAM in its collocation space. The CLEC may then purchase the high frequency portion of the copper sub-

loop from the remote terminal to the end user customer. To date, however, no CLEC has requested line-sharing from the remote terminal or line-sharing over the copper portion of the loop from the remote terminal to the customer premises.

Q. WHAT IS LINE SPLITTING?

A. Line splitting occurs when a CLEC provides voice service and a Data LEC provides data service to the same end user over the same loop and, neither of the carriers is BellSouth. BellSouth will allow CLECs (either one CLEC or two CLECs working together) to offer both voice and data over a single unbundled loop. See SGAT, §IV.B9.

Q. HOW DOES BELLSOUTH PLAN TO OFFER LINE SPLITTING?

A. BellSouth offers the same arrangement to CLECs as that described by the FCC in the Texas 271 Order and the *Line-sharing Reconsideration Order*. Specifically, BellSouth facilitates line splitting by CLECs by cross-connecting an xDSL-capable loop and a port to the collocation space of either the Voice CLEC or the Data CLEC. These carriers may then connect the loop and the port to a CLEC-owned splitter, thereby splitting the line themselves.

Q. IF BELLSOUTH IS CURRENTLY THE VOICE PROVIDER AND A PROVIDER OF DATA SERVICES (A "DATA CLEC") IS THE ADVANCED SERVICES PROVIDER, AND THE END USER

SUBSEQUENTLY CHOOSES A CLEC FOR VOICE SERVICE (A "VOICE CLEC"), HOW WOULD LINE SPLITTING OCCUR?

A. If the original line-sharing arrangement was established with a Data LEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLEC. If, however, the original line-sharing arrangement were established with a BellSouth-owned splitter, then BellSouth would allow the Data LEC to continue leasing the BellSouth splitter under the following conditions:

- The existing Data LEC remains the end user's advanced services provider, and
- The Data LEC has an agreement with the Voice CLEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

Q. WHAT PLANS DOES BELLSOUTH HAVE TO PROVIDE LINE SPLITTING OTHER THAN CONVERTING FROM LINE-SHARING?

A. Where a line-sharing arrangement does not already exist, BellSouth will work cooperatively with Voice CLEC and Data LECs to develop methods and procedures whereby a Voice CLEC and Data LEC may provide services over the same loop. Under this process, BellSouth will deliver a loop and port to the collocation space of either the Voice CLEC or the Data LEC. As specified in the *Line-Sharing Reconsideration Order*, the loop and the port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network

elements. The Voice CLEC or the Data LEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose.

To participate in line splitting, either the voice provider, the data provider, or both the voice and data providers will need a collocation agreement with BellSouth and will need an interconnection agreement to order cross-connections, loops, and ports. If more than one CLEC is involved, the second CLEC will need an agreement to share the CLEC of record's loop. This arrangement would provide a UNE loop and UNE port to provide the CLEC's end user with voice service. The high frequency portion of the loop would be available for data because of the CLEC-provided splitter, which would be accessed via a cross-connection from the frame to the CLEC's collocation space. A second cross-connection would return the voice signal from the splitter in the collocation space to the BellSouth voice switch port. BellSouth would bill the CLEC that purchases the loop and the purchaser of the loop will be responsible for all charges associated with the line splitting UNE arrangement. Where the Data LEC is different from the Voice CLEC, the purchaser of the loop may authorize the other CLEC to act on the former's behalf. For example, the Voice CLEC and data LEC may need an arrangement between themselves for the Data LEC to report data troubles.

Q. WHAT PLANS DOES BELLSOUTH HAVE FOR A LINE SPLITTING COLLABORTATIVE?

A. On April 19, 2001, BellSouth held a "kick-off" meeting in Atlanta to discuss Line Splitting and to initiate a Line Splitting Collaborative. Eight Voice CLECs and Data LECs attended the kick-off and indicated an interest in participating in the collaborative. The first line splitting industry collaborative was held May 3, 2001 and the collaborative has met weekly since. Notwithstanding the Collaborative Schedule, however, BellSouth stands ready to provide line splitting, if requested. BellSouth will work independently with any interested CLEC to provide this service.

Q. WHAT CHARGES DOES BELLSOUTH BELIEVE ARE APPROPRIATE FOR LINE SPLITTING?

A. The applicable recurring charges to be paid by the Voice CLEC for this line splitting arrangement will be for the unbundled loop, the unbundled port, and two collocation cross-connections, as shown on Exhibit TGW-19. If the line splitting arrangement is a migration from line sharing, the applicable nonrecurring rate to be paid by the Voice CLEC for this line splitting arrangement will be the non-recurring rate for the loop-port combination (switch-with-change to add the two cross connections).

The rates for line splitting are not independent rates, but rather are comprised of cost-based rates already set forth in Attachment A to BellSouth's SGAT and in various interconnection agreements.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF JEFFERSON

BEFORE, ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Thomas G. Williams-Product Manager-Interconnection, who being by me first duly sworn, deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 97-00309 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be as set forth in the annexed testimony consisting of 24 pages and 19 exhibit (s).

Thomas G. Williams

SWORN TO AND
SUBSCRIBED BEFORE ME
this the 30th day
of July, 2001.

NOTARY PUBLIC

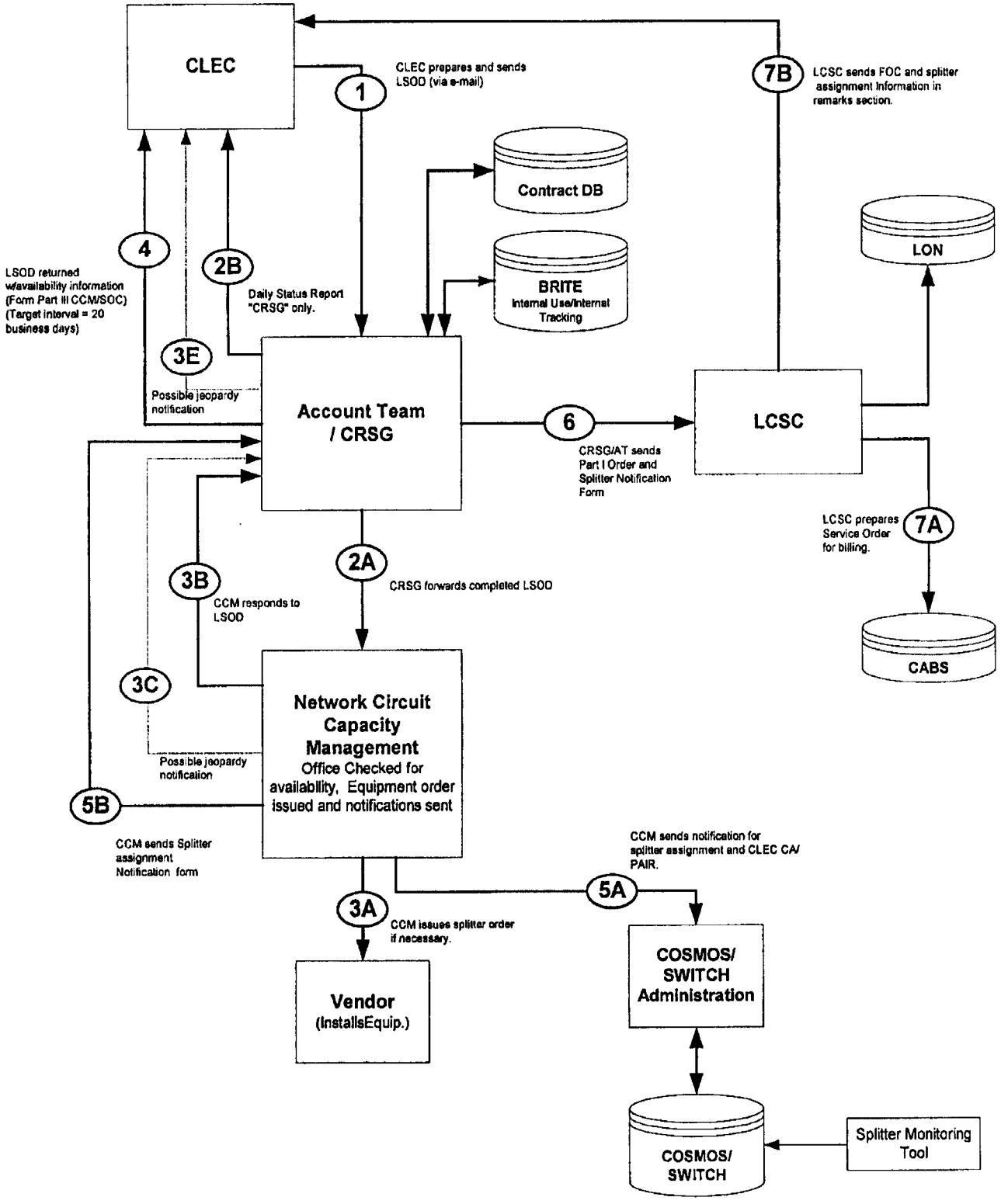
My Commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

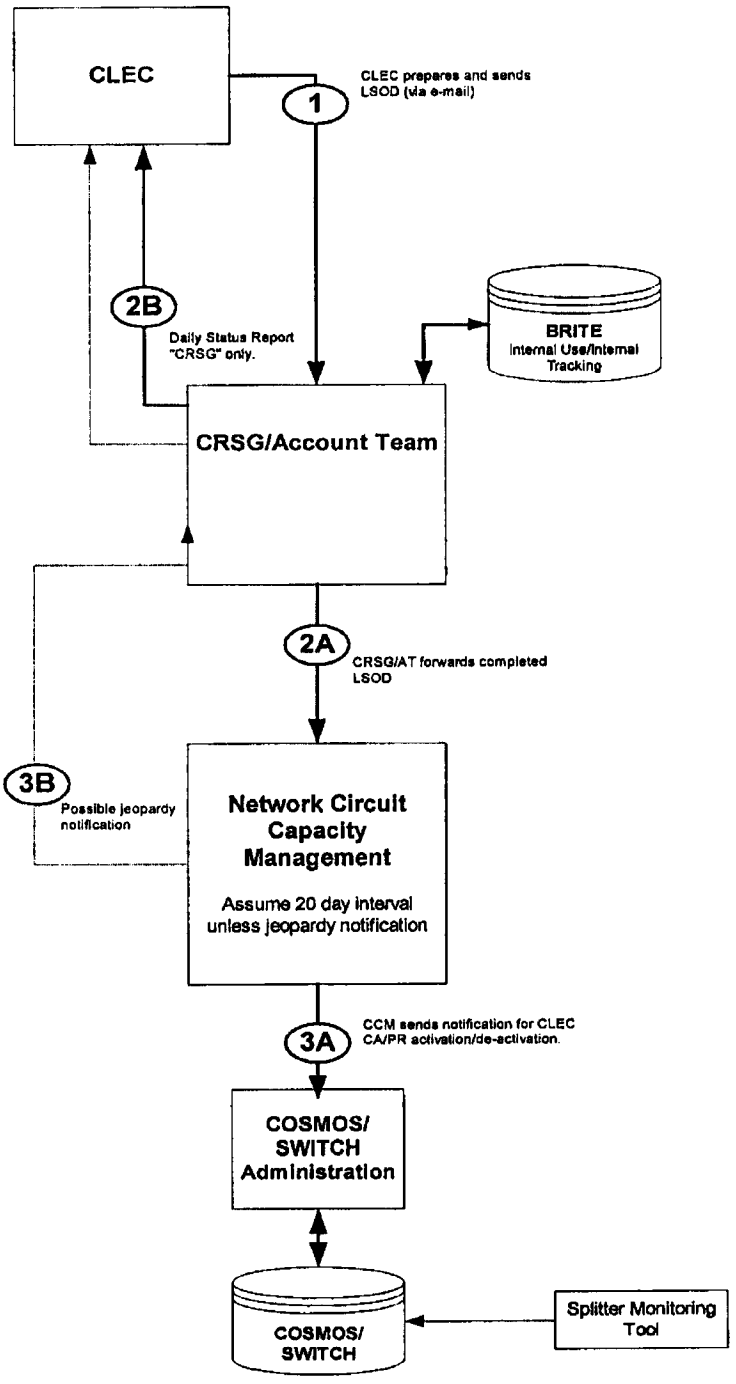
EXHIBIT TGW-1

Splitter Pre-Provisioning Flow

SPLITTER PRE-PROVISIONING FLOW
Initial Splitter Order
9/18/00



SPLITTER PRE-PROVISIONING FLOW
Pair Activation/Deactivation
10/24/00

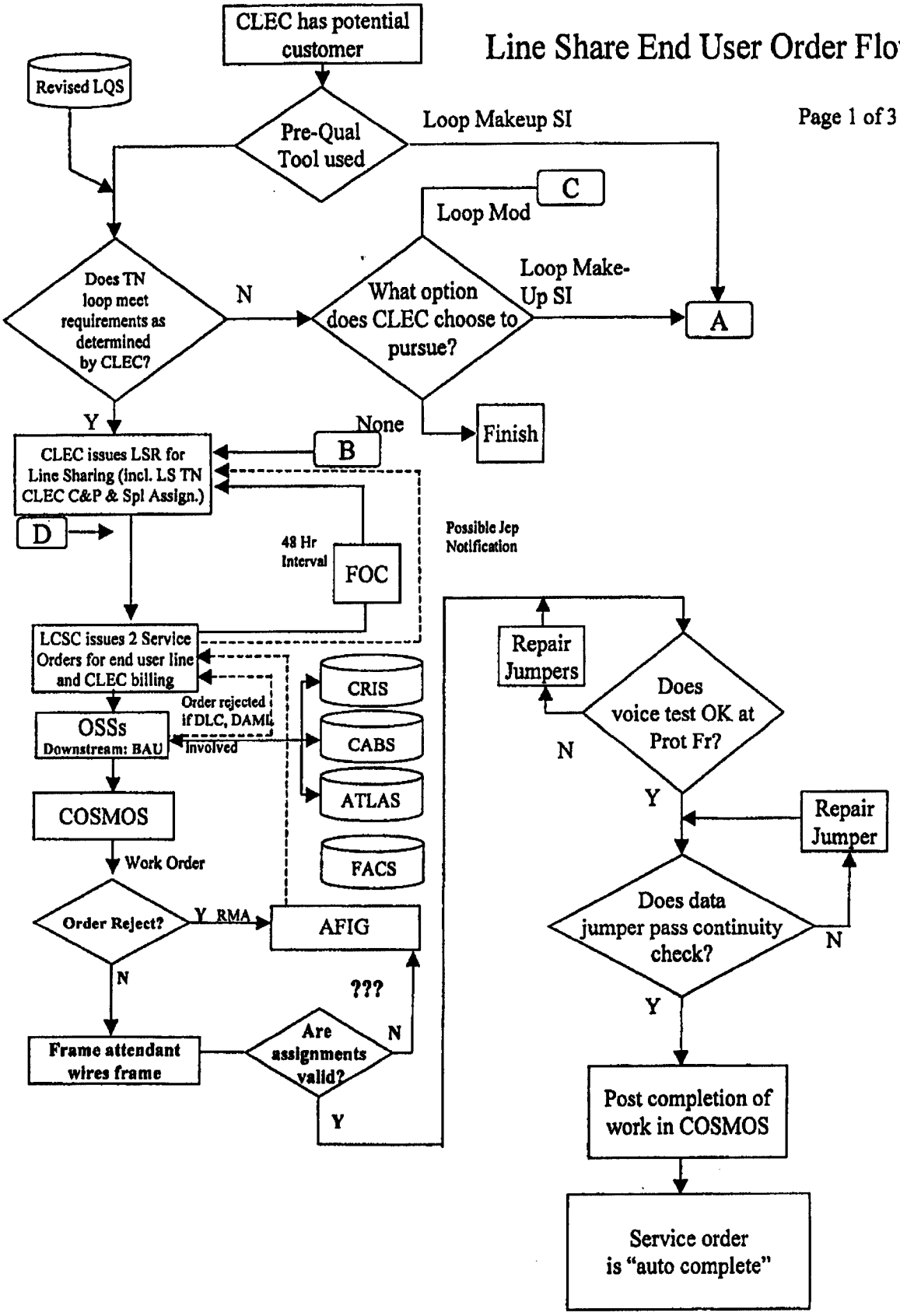


LSOD (Line Sharing Splitter Order Document)

EXHIBIT TGW-2

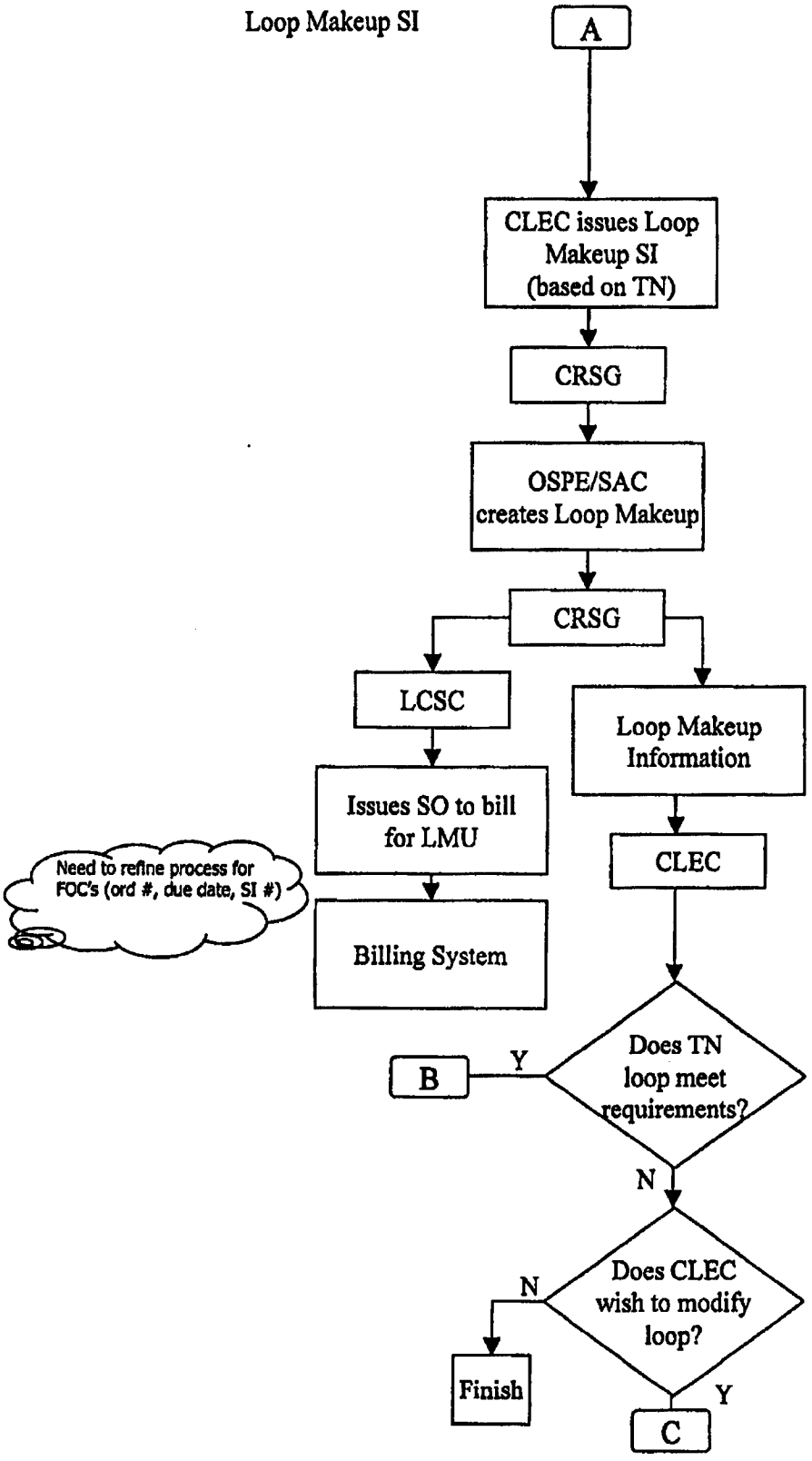
Line Share End User Order Flow

Line Share End User Order Flow



Line Share End User Pre-Order Flow

Loop Makeup SI



Line Share End User Pre-Order Flow

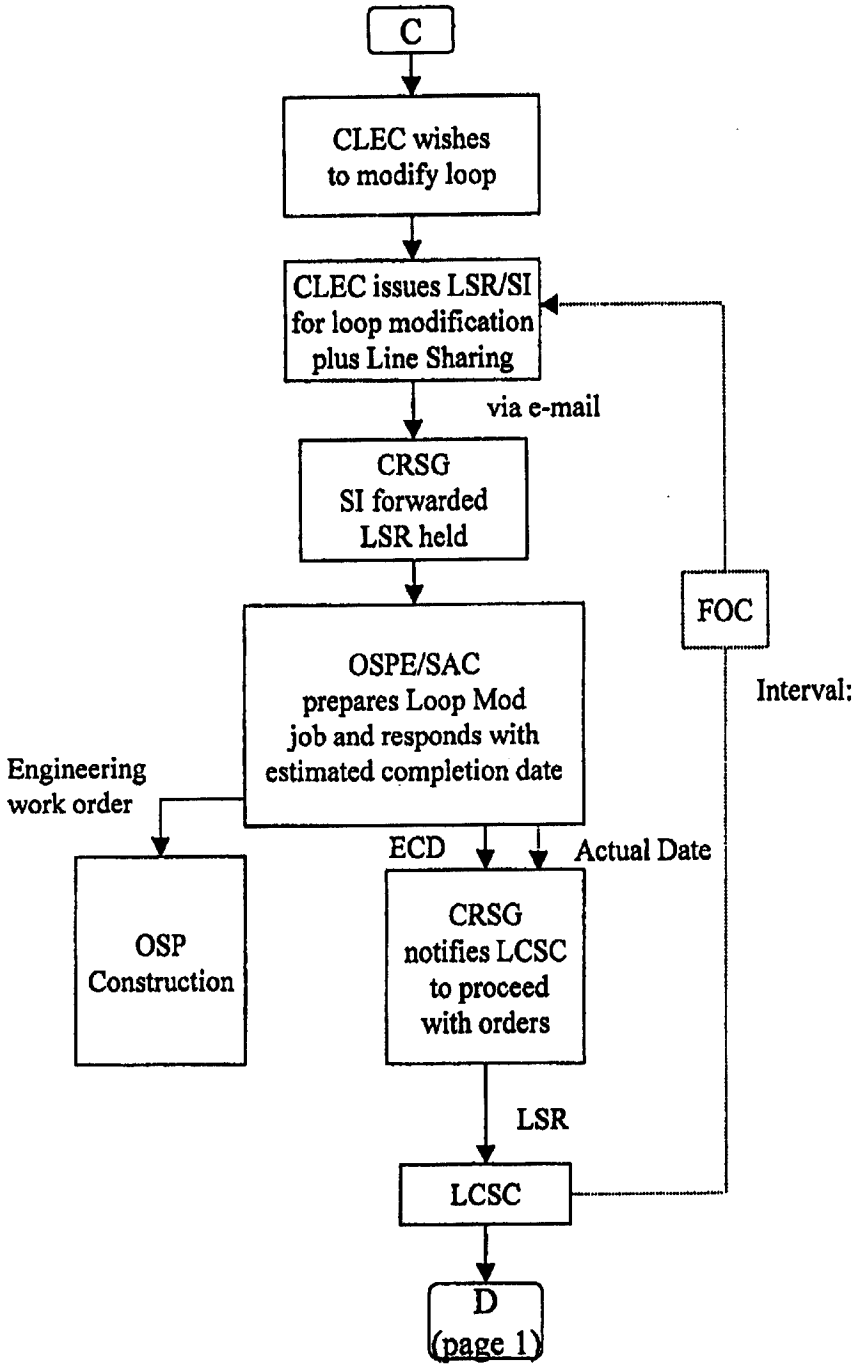


EXHIBIT TGW-3

Line Sharing Splitter Ordering Document

LINE SHARING SPLITTER ORDERING DOCUMENT

(form baselined 8/3/00)

BellSouth Tracking #
Customer PON #

Page #
Version #

PART I - ORDERING SECTION

Customer ACTL:

Date Order Submitted by Customer:
Date Order Received by BellSouth:
Desired Due Date:

REQ TYPE: AB

New Splitter System Capacity

	Quantity of Systems this Order:			
Initial Order		96 Line System(s)		24 Line System(s)
Update Existing Order		96 Line System(s)		24 Line System(s)
Cancel Existing Order				

Line Activation/De-Activation (See Part 1B attached)

Initial Order
Update Existing Order
Cancel Existing Order

Note: Systems can only be disconnected in the same quantities as originally provisioned

Disconnect Existing Splitter Capacity (See Part 1C attached)

Initial Order
Update Existing Order
Cancel Existing Order

Date Order Sent to Network CCM:

Date CCM Response Needed:

BellSouth CRSG/Account Team Representative		Customer Order/Design Contact Information	
Name		Company Name	
Title		Contact Name	
Address		Title	
City		Department	
State	Zip Code	Address	
Telephone Number:		City	
FAX Number:		State	Zip Code
E-mail:		Telephone Number:	
Bill Date:		FAX Number:	
		E-mail:	

Customer Billing Information			
Bill Name			
Street			
Room		Floor #	
City			
State		Zip Code	
ACNA			
OCN			
BAN Number			
Billing Cont. Name			
Billing Contact #			

Remarks:

LINE SHARING SPLITTER ORDERING DOCUMENT

(form baselined 8/3/00)

BellSouth Tracking #
Customer PON #

Page #
Version #

EXHIBIT TGW-3A

Line Sharing LSR Field Information

Line Sharing LSR
Field Information

Line Share LSR
Preconditioning Screening Service Request

Local Service Request Form

1. Administrative Section
   - Requirements
     - CCNA
     - PON
     - AN
     - DDD
     - REQTYP = AB
     - ACT = C,D, or V
     - CC
     - ACTL
     - LSO
     - TOS=*RF (*= BAU)
     - NC = UA-S
     - NCI = 02QB5.005
     - SECNCI = 02DU5.005

2. Bill Section
   - Requirements
     - BAN1 = (13 Digits)
     - ACNA = DLEC
     - Remaining Fields Populated BAU (Business as Usual)
3. Contact Section
   - Requirements
     - Populated BAU
4. Remarks
   - Requirements

   ✓ Updated 7/18/00. Corrected to add AN field, TOS, and remove CIC which is not needed. Note added to BAN1 requiring 13 digits now.

End User Information Form

1. Location and Access
   - Populated BAU

Line Sharing LSR
Field Information

Loop Service Form

1. Service Details
   - Cable ID = DLEC Collocated Cable ID
   - Shelf = Splitter Assignment Data Positions 9 and 10
   - Slot = Splitter Assignment Data Positions 11 and 12 – 13 (dash between 12 and 13.)
   - Relay Rack = FLR/AISLE/BAY (Splitter Assignment Data Positions 1 through 8. This is a 10-position field. Leave the last two positions blank. No dots or dashes.)

Example of appearance on Version 4 LSR using the splitter assignment of **SPLFIM0101500301041** would look like this:

Shelf	Slot	Relay Rack	Chan/Pr
01	04-1	01015003	151

   - Chan Pair = DLEC Collocated Cable Pair
   - LEAN = SLTN (abbreviation for shared line TN)
   - LEATN = XXX (NPA) NXX XXXX (Line shared TN)
2. Remarks
   - RESID = FRN (See Note 2 below)

General Notes:

1. Multiple telephone numbers may be submitted on the same LSR provided they are billed on the same end user customer service record and serviced at the same address.

2. The Line Shared LSR may be submitted with a Loop Makeup FRN and or a Loop Modification SI / FRN. This information should be noted in the Remarks section of the Loop Service Form as RESID = FRN.
   - The FRN associated with Loop Makeup is obtained via the *Mechanized Loop Makeup* transaction. This product is targeted to be available in July, 2000.
   - The FRN associated with Manual Loop Makeup is under development; currently no FRN is returned on a Manual Loop Makeup.
   - The FRN associated with Manual Loop Modification – New Loop, is returned on the Service Inquiry. There is no FRN used on Manual Loop Modification – Existing Loop.

3. Additional information can be obtained via the Internet at:
   www.interconnection.bellsouth.com/guides/guides.html

This site contains the BellSouth Business Rules for Local Ordering based upon the OBF industry consensus approved guidelines found in the *Local Service Ordering Guidelines (LSOG)* Version 4 Document. You can find this under the section titled **Local Exchange Ordering (LEO) Implementation Guide.**

Under the section titled **BST Customized LSOG 4 forms** you will find the new version 4 LSR in MS Word Format.

EXHIBIT TGW-4

Job Aid
Using LQS as Line Sharing Loop Qualification Tool

Job Aid
Using LQS as Line Sharing Loop Qualification Tool

LQS was created as a "Quick Check" Yes/No loop qualification tool for BellSouth's internal use and for ISPs reselling the BellSouth Industrial Class ADSL service. The information contained in LQS is derived from the LEAD database, a once-per-month-per-wire-center "snapshot" of the information contained in the LFACS database. (1/30th of all wire centers are updated every day.) LQS provides a "best effort" response regarding a loop's ability to support ADSL service. LQS is not guaranteed (currently, we have an approximate 90% accuracy rate on positive responses). Guaranteed service, or BellSouth's Business Class ADSL, does not utilize LQS (a manual Service inquiry and subsequent manual Loop Makeup is performed for exact Loop Makeup information).

This job aid, along with the information found at http://lqs.bellsouth.com, is intended to support the interim use of LQS by the CLEC community to perform loop qualification on potential Line Sharing customers. By understanding some of the proactive logic behind LQS and by defining the output codes as they relate to Line Sharing, this guide should enable the CLECs to gain some value from LQS until better solutions are available.

LQS was designed to report only "external" reason codes to reseller ISPs when a loop was not qualified. LQS was also designed to show internal BellSouth personnel more detailed "internal" reason codes. Until electronic access to LFACS is available, BellSouth has made available to the CLECs participating in Line Sharing the version of LQS which shows both the external and internal codes.

When LQS first returns a response on a phone number, the external reason is shown. By hitting the pull-down arrow on the response line, the user may also view the internal reason code.

The following table shows the possible positive responses from LQS:

External Reason Codes	Internal Reason Codes
A, C	IQ1, Copper-qualified loop IQ2, PairGain loop qualified with copper-qualified cross-box (requires cut-over) IQ3, PairGain loop qualified through BellSouth Remote DSLAM IQ4, PairGain loop qualified through BellSouth mini-RAM
A, F	Qualified through Fiber (IQ5, Qualified through CMS update)
P, C, Date	Planned for service on Copper
P, F, Date	Planned for Service on Fiber (IQ5, Qualified through CMS update)

The following is an explanation for when you receive the codes above:

IQ1, Copper-qualified loop

- This copper loop does qualify for ADSL service.

- IQ2, PairGain loop qualified through copper-qualified cross-box
- This customer is currently served via Digital Loop Carrier which will not support ADSL service. However, qualified copper pairs do exist at the cross-box. Procedures are under development in BST for a CLEC to request a pair change to a qualified copper loop.

IQ3 and IQ4, Qualified through Remote Solution

- This response code means that BellSouth has an existing remote solution (Remote DSLAM or mini-ram) available in the RT in which this customer gets their voice service.

NOTE: Due to the proactive logic in LQS, this code does mask any other codes about the loop currently serving the customer. The only valid assumption would be that the F2 portion of this customer loop is qualified for an ADSL-type of service.

IQ5, Qualified through CMS Update

- This response code means that BellSouth has an existing or planned IFITL remote solution serving this customer.

The following chart shows all of the available external and internal reason codes from LQS when a loop is not qualified:

External Reason Codes	Internal Reason Codes
E0 – Request ignored – file size limit	Same
E1 – Syntax error in phone number	Same
E2 – Service is not available for this phone number	I1: Copper loop with RZ>13 I2: Copper loop is loaded I3: Copper loop has DAML I5: Taper code is a dead zone I6: Loop has DAML I7: FN is loaded I9: Terminal CZ > 9 I10: Existing service category not compatible I11: Phone number is foreign exchange I12: Taper code distance exceeded I13: NPA-NXX is not found
E3 – Loop currently unqualified. Please try again later	I4: Pair gain loop with no Remote DSLAM I8: Wire center not DSLAM-equipped
E4 – No longer used	Same
E5 – No longer used	Same
E6 – Loop is not found. Please try again later.	Same

The following is an explanation of why you might receive the error codes above:

E2 - "Service is not available for this phone number"

- Internal codes I1, I9 and I12
  - The loop is too long to support ADSL.
    (I1: overall loop resistance >1300Ω; I9: Carrier Zone > 900Ω; I12: Average distance of

taper code to CO exceeds 18 kf).

- Internal codes I2 and I7
  - The loop contains one or more load coils.
- Internal codes I3 and I6
  - The phone number is on a Digital Added Main Line (DAML).
- Internal code I5
  - The customer falls within a known "dead" zone, an area flagged by maintenance personnel where ADSL is known not to work.
- Internal code I10
  - The line is not POTS or plain Centrex.
- Internal code I11
  - The phone number is an FX/FCO line.
- Internal code I13
  - The NPA-NXX belongs to one customer (e.g. a University) and all numbers in the range are PBX DID or Primary Rate ISDN numbers, OR
  - The NPA-NXX belongs to a CLEC.

E3 - "Loop currently unqualified. Please try again later"

- Internal code I4
  - The loop is behind a digital loop carrier system.
- Internal code I8
  - This central office is not equipped with a BellSouth DSLAM.

E6 - "Loop is not found. Please try again later."

- The phone number is on an ISDN line.
- The phone number is newly installed and not yet in LQS.
- The phone number is a direct inward dialing number (DID) behind a PBX.
- The phone number is served via Primary Rate ISDN.
- The phone number may belong to a facilities-based CLEC and is outside of BellSouth's network.

Job Aid
Using LQS as Line Sharing Loop Qualification Tool

Important notes on the logic behind LQS:

LQS stops the search and logic routines when it finds the first error condition and reports that error code. It does not continue and find all possible error codes.

The following list shows the error checking sequence used by LQS:

Item	Output upon Error Found
1) Check for proper input.	E1: Syntax error in phone number
2) Check for existence of NPA-NXX	E2: Service not available/ I13: NPA-NXX not found
3) Check for existence of loop in database	E6: Loop not found. Please try 24 hours later.
4) Check for FX Service	E2: Service not available/I11: Foreign Exchange
5) Check for incompatible services	E2: Service not available/ I10: Existing Service category not compatible
6) Check if Remote Solution exists:	
If Remote Solution exists, then check copper F2 for:	
a) Loading	E2: Service not available/I7: FN is loaded
b) Presence of DAML	E2: Service not available/I6: Loop has DAML
c) Carrier Zone > 900 Ω	E2: Service not available/I9: Terminal CZ>9
If NO remote solution exists:	
Check for copper, then DLC.	
7) Check for loaded copper pair	E2: Service not available/ I2: Copper loop is loaded
8) Check for DAML presence	E2: Service not available/ I3: Copper loop has DAML
9) Check for RZ code	E2: Service not available/ I1: Copper loop RZ>13
10) Check for DLC presence	E3: Loop currently unqualified, please try again later/I4: PairGain loop with no Remote DSLAM
11) Check taper code for dead zone	E2: Service not available/ I5: Taper code is dead zone
12) Check taper code length	E2: Service not available/ I12: Taper code distance
13) Check for BellSouth DSLAM	E3: Loop currently unqualified/

I8: Wire center not DSLAM-equipped

(End of logic)

Since LQS performs the check for the presence of a BellSouth DSLAM last, if LQS shows the error "The central office is not equipped with ADSL", the loop can be assumed, but not guaranteed, to be qualified.

If LQS finds the existence of a BellSouth Remote Solution, most of the data about the loop is ignored except for F2 qualifications. Therefore, if LQS shows the response "Qualified Through Remote Solution", only the F2 portion of the loop can be assumed to be qualified.

General Note on LQS:

Numbers not having an LFACS cable pair assignment, such as the phone in a Collocation space, will not show up in LQS.

EXHIBIT TGW – 5

BellSouth Business Rules – Local Ordering

BellSouth Business Rules-Local Ordering
Document Copyright
Purpose

1.0 Introduction

- 1.1 Revision History
- 1.2 Preface
- 1.3 Purpose
- 1.4 Audience
- 1.5 Document Layout
- 1.6 How to Use this Document

2.0 General Local Service Ordering Information

- 2.1 REQTYP - Listing and Description
- 2.2 Types of Activities - Listing and Description
  - 2.2.1 Account Level Activities
  - 2.2.2 Line Level Activities
  - 2.2.3 Feature Level Activities
  - 2.2.4 Activities unique to REQTYP J
  - 2.2.5 Activities Unique to REQTYP N
  - 2.2.6 Hunting Activities
- 2.3 Partial Migration
- 2.4 Local Service Ordering Forms
  - 2.4.1 Standardized OBF Forms
  - 2.4.2 BST Customized LSOG 4 forms
  - 2.4.3 BellSouth Proprietary Forms
- 2.5 Manual and Electronic Ordering
  - 2.5.1 LCSC Contact Telephone Numbers
  - 2.5.2 Electronic Downtime
- 2.6 Flow-Through Ordering Matrix
  - 2.6.1 Flow-Through Parameters
- 2.7 Service Request Process Flows and Status Information

- 10.2 Switched Combo BUS/RES
  - 10.2.1 Ordering Forms/Screens
  - 10.2.2 REQTYP / ACT Combinations
  - 10.2.3 LNA Tables for REQTYP M
  - 10.2.4 LNA Tables for UNE P- PBX
  - 10.2.5 REQTYP M - Hunting
- 10.3 4-Wire ISDN Primary Rate (PRI) Digital Loop and Port Combination
  - 10.3.1 Ordering Forms
  - 10.3.2 REQTYP / ACT Combinations
  - 10.3.3 Proprietary Form Instructions
  - 10.3.4 Proprietary Form

11.0 REQTYP N - DID Resale Service

- 11.1 Description
  - 11.1.1 1. TYPE OF START DIAL SIGNAL:
  - 11.1.2 2. OTHER OPTIONAL TYPES OF SIGNALING:
- 11.2 Ordering Forms/Screens
  - 11.2.1 Completing the LSR and EU Forms/Screens
  - 11.2.2 DID Trunk Activities (DTKACT)
  - 11.2.3 Completing the DRS
  - 11.2.4 Completing the DL and DSCR Forms/Screens
- 11.3 REQTYP / ACT Combinations
  - 11.3.1 REQTYP N / ACT N
  - 11.3.2 REQTYP N / ACT C
  - 11.3.3 REQTYP N / ACT D
  - 11.3.4 REQTYP N / ACT T
  - 11.3.5 REQTYP N / ACT V
  - 11.3.6 REQTYP N / ACT W
  - 11.3.7 REQTYP N / ACT P

19.0 BellSouth Primary Rate ISDN (PRI)

- 19.1 Description
- 19.2 Ordering Information
  - 19.2.1 Completing the LSR and EU Forms
- 19.3 REQTYP / ACT Combinations for REQTYP E: BellSouth Primary Rate ISDN (PRI)
  - 19.3.1 REQTYP E / ACT N
  - 19.3.2 REQTYP E / ACT C
  - 19.3.3 REQTYP E / ACT D
  - 19.3.4 REQTYP E / ACT T
  - 19.3.5 REQTYP E / ACT V
  - 19.3.6 REQTYP E / ACT W
  - 19.3.7 REQTYP E / ACT P
  - 19.3.8 REQTYP E / ACT Q
- 19.4 BellSouth Primary Rate ISDN (PRI)

20.0 BellSouth® Private Lines Service

- 20.1 Description
- 20.2 Ordering Information
  - 20.2.1 Completing the LSR and EU Forms
- 20.3 REQTYP / ACT Combinations for REQTYP E: BellSouth® Private Lines
  - 20.3.1 REQTYP E / ACT N
  - 20.3.2 REQTYP E / ACT C
  - 20.3.3 REQTYP E / ACT D
  - 20.3.4 REQTYP E / ACT T
  - 20.3.5 REQTYP E / ACT V
  - 20.3.6 REQTYP E / ACT W
- 20.4 BellSouth® Private Lines
  - 20.4.1 BellSouth® Analog Data Series 2463 Circuit Two-Wire
  - 20.4.2 BellSouth® Analog Data Series 2464 Circuit Two-Wire

- 22.4.3 REQTYP E - BellSouth® SynchroNet® Resale Service

23.0 REQTYP P - Resale Complex: BellSouth® Centrex®, ESSX®, and MultiServ® / MultiServ PLUS®

- 23.1 REQTYP P Overview

24.0 BellSouth® Centrex® Service

- 24.1 Description
- 24.2 Ordering Information
  - 24.2.1 Completing the LSR and EU Forms
- 24.3 Completing the BellSouth® Centrex® Subsequent Ordering form
- 24.4 REQTYP / ACT Combinations for REQTYP P: BellSouth® Centrex®
  - 24.4.1 REQTYP P / ACT N
  - 24.4.2 REQTYP P / ACT C
  - 24.4.3 REQTYP P / ACT D
  - 24.4.4 REQTYP P / ACT T
  - 24.4.5 REQTYP P / ACT V
  - 24.4.6 REQTYP P / ACT S
  - 24.4.7 REQTYP P / ACT B
  - 24.4.8 REQTYP P / ACT W
  - 24.4.9 REQTYP P / ACT L
  - 24.4.10 REQTYP P / ACT P
  - 24.4.11 REQTYP P / ACT Q
- 24.5 The BellSouth® Centrex® Service Forms and Instructions

25.0 ESSX® Service

- 25.1 Description
- 25.2 Ordering Information
  - 25.2.1 Completing the LSR and EU Forms
- 25.3 Completing the ESSX® Subsequent Ordering form
- 25.4 REQTYP / ACT Combinations for REQTYP P: ESSX®

- 25.4.1 REQTYP P / ACT C
- 25.4.2 REQTYP P / ACT D
- 25.4.3 REQTYP P / ACT T
- 25.4.4 REQTYP P / ACT V
- 25.4.5 REQTYP P / ACT S
- 25.4.6 REQTYP P / ACT B
- 25.4.7 REQTYP P / ACT W
- 25.4.8 REQTYP P / ACT L
- 25.4.9 REQTYP P / ACT P
- 25.4.10 REQTYP P / ACT Q

- 25.5 The ESSX® Service Forms and Instructions

26.0 MultiServ® / MultiServ PLUS®

- 26.1 Description
- 26.2 Ordering Information
  - 26.2.1 Completing the LSR and EU Forms
- 26.3 Completing the MultiServ® / MultiServ PLUS® Ordering form
- 26.4 REQTYP / ACT Combinations for REQTYP P: BellSouth MultiServ® / MultiServ PLUS®
  - 26.4.1 REQTYP P / ACT N
  - 26.4.2 REQTYP P / ACT C
  - 26.4.3 REQTYP P / ACT D
  - 26.4.4 REQTYP P / ACT T
  - 26.4.5 REQTYP P / ACT V
  - 26.4.6 REQTYP P / ACT S
  - 26.4.7 REQTYP P / ACT B
  - 26.4.8 REQTYP P / ACT W
  - 26.4.9 REQTYP P / ACT L
  - 26.4.10 REQTYP P / ACT P
  - 26.4.11 REQTYP P / ACT Q

- 26.5 The MultiServ® / MultiServ PLUS® Instructions and Forms

27.0 BellSouth P-Phone

- 27.1 Description
- 27.2 Ordering Information
- 27.3 BellSouth® Electronic Business Set Line Key Sheets (P-Phone)
- 27.4 BellSouth® Electronic Business Set Additional Module Line-by-Line Instructions
- 27.5 Miscellaneous Forms
  - 27.5.1 BellSouth® Traffic Study Request Competitive Local Exchange Carrier Order Line-by-Line Document Instructions

28.0 Data Element Dictionary

- 28.1 Introduction
- 28.2 LSR - Local Service Request
  - 28.2.1 Description
  - 28.2.2 Administrative Section Fields
  - 28.2.3 Billing Section Fields
  - 28.2.4 Contact Section Fields
- 28.3 Local Service Request - Hunt Group Information
  - 28.3.1 Description
  - 28.3.2 Administrative Section Fields
  - 28.3.3 Hunt Group Information Section
  - 28.3.4 Hunt Detail Section
- 28.4 EU - End User
  - 28.4.1 Form/Screen Description
  - 28.4.2 Administrative Section Fields
  - 28.4.3 Location and Access Section Fields
  - 28.4.4 Inside Wire Section Fields
  - 28.4.5 Bill Section Fields
  - 28.4.6 Disconnect Information Section Fields
- 28.5 DL - Directory Listing

- 28.5.1 Form/Screen Description
- 28.5.2 Administrative Section Fields
- 28.5.3 Listing Control Section Fields
- 28.5.4 Listing Indicators Section Fields
- 28.5.5 Listing Instruction Section Fields
- 28.5.6 Directory Delivery Section Fields
- 28.5.7 Advertising Section Fields
- 28.5.8 TABLE APPENDIX

■ 28.6 DSCR - Directory Service Caption Request

- 28.6.1 Form/Screen Description
- 28.6.2 Administrative Section Fields
- 28.6.3 ALIR Sequencing Section Fields (For Listing Being Requested)
- 28.6.4 Indent Information Section Fields (Recap)

■ 28.7 LS - Loop Service

- 28.7.1 Description
- 28.7.2 Administrative Section Fields
- 28.7.3 Service Details Fields

■ 28.8 LSNP - Loop Service with Number Portability

- 28.8.1 Description
- 28.8.2 Administrative Section Fields
- 28.8.3 Service Details Section Fields

■ 28.9 NP - Number Portability

- 28.9.1 Description
- 28.9.2 Administrative Section Fields
- 28.9.3 Service Details Section Fields

■ 28.10 RS - Resale Service

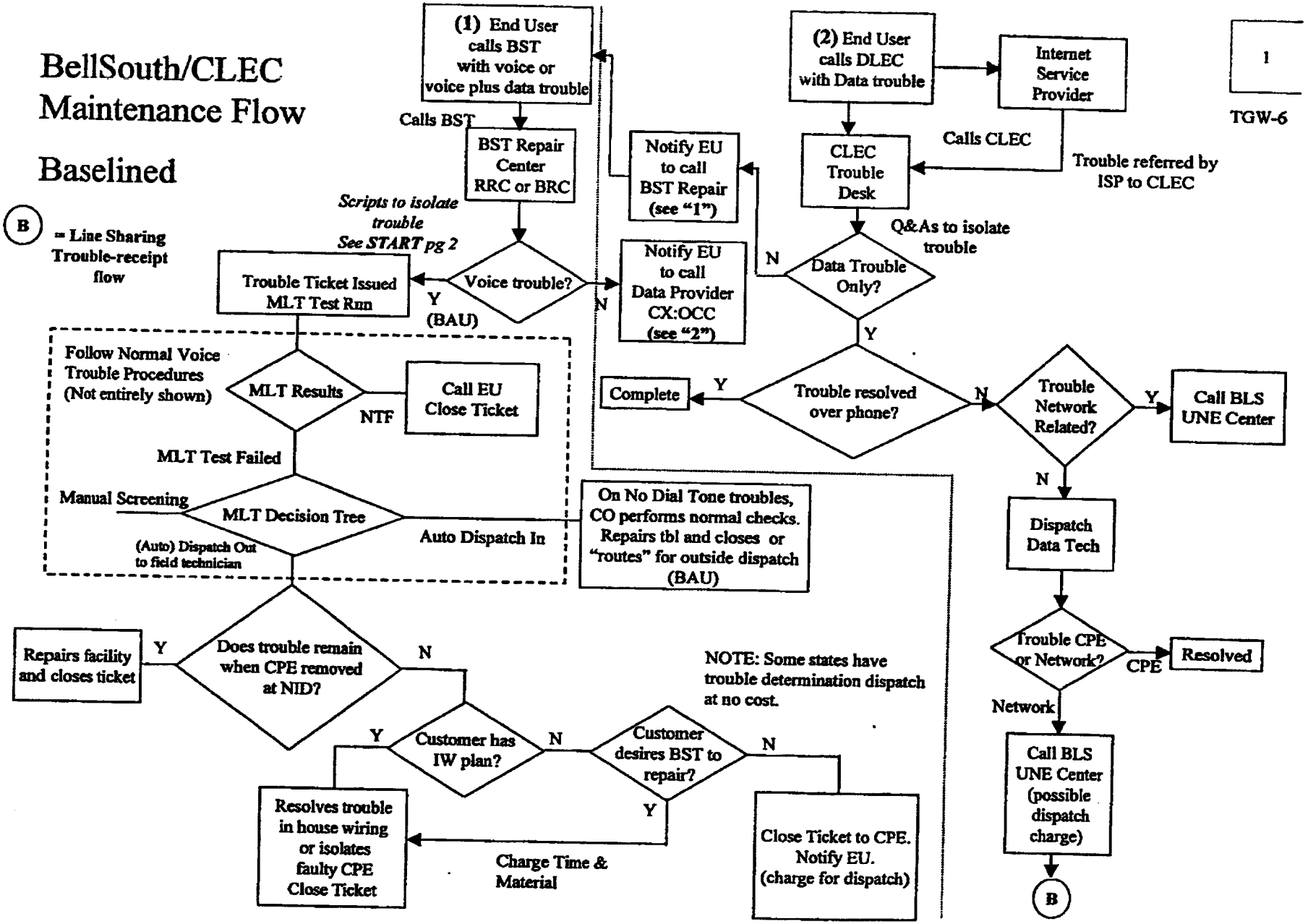
- 28.10.1 Description
- 28.10.2 Administrative Section Fields

EXHIBIT TGW – 6

BellSouth/CLEC Maintenance Flow

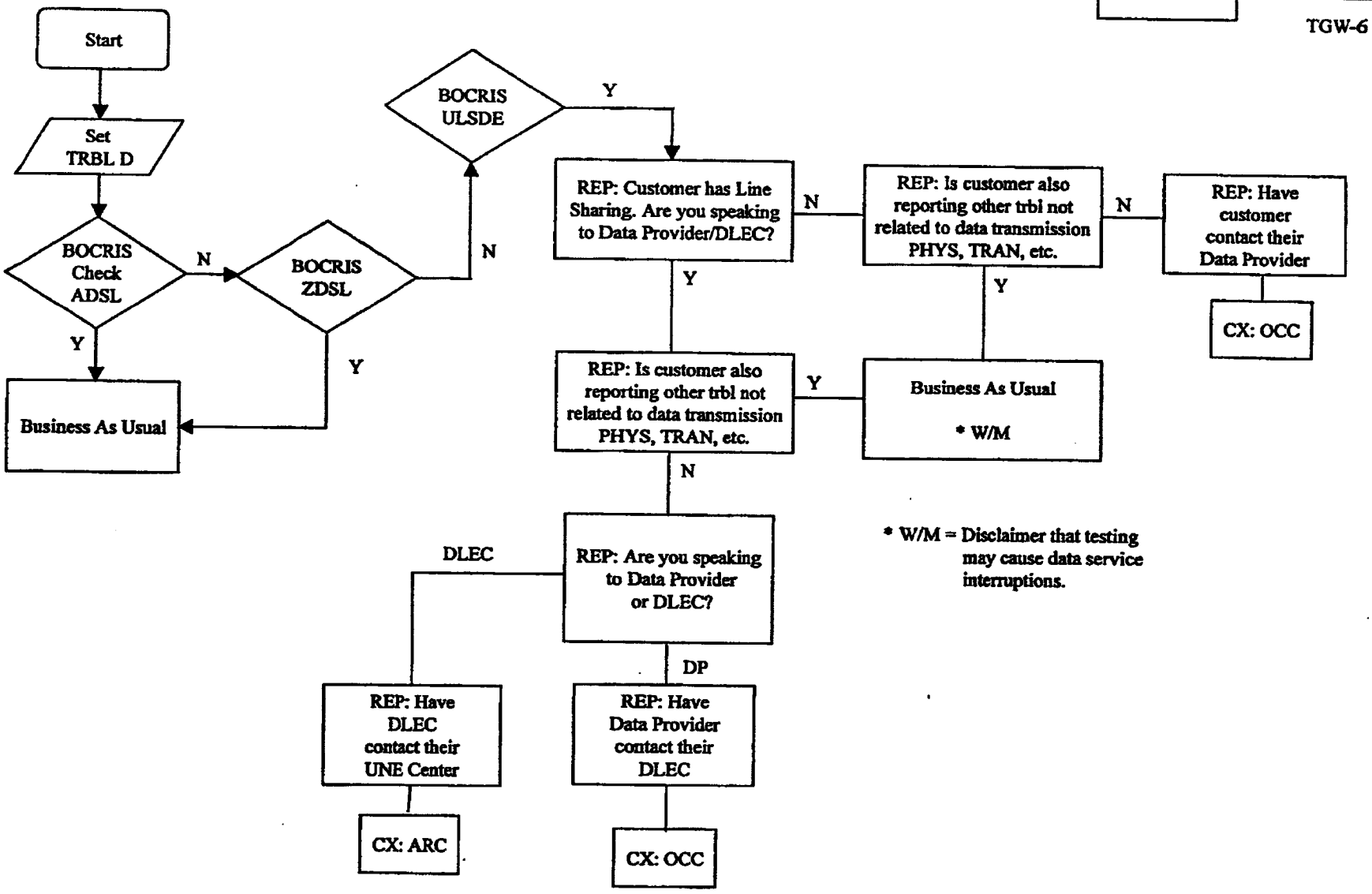
BellSouth/CLEC Maintenance Flow

Baselined



TAFI FLOW

TGW-6



BellSouth/CLEC
Maintenance Flow

- **("1") End User calls BST with voice or voice plus data trouble**
- BST personnel follows TAFI flows to determine trouble routing
- If "voice" trouble exists, "voice" trouble flow will be utilized
- If reported trouble is "data" trouble only, End User is referred to ISP (see "2")
- "Voice" troubles will follow "BAU" (business as usual) flows for voice troubles within BST

- **("2") End User calls DLEC/ISP with DATA trouble**
- Trouble referred by ISP to DLEC/CLEC
- CLEC/DLEC trouble desk determines voice or data trouble
- If "voice" trouble exists CLEC/DLEC refers End User to call BST Repair (see "1")
- If "Data" trouble only CLEC/DLEC isolates trouble
- If Data trouble is not BST Network related CLEC/DLEC will resolve
- If Data trouble is isolated to BST Network CLEC/DLEC may call BST UNE Center and initiate Data trouble (see B "Line Sharing Trouble-receipt flow")

** BellSouth/CLEC Maintenance Flow was created to assist BST RRC/BRC personnel. Enhancements to RRC/BRC "data" TAFI scripts were developed to allow inclusion of Line Share "data" reports.
An "assumed" DLEC end user flow was used.

EXHIBIT TGW - 7

DLEC Access to TAFI

DLEC Access to TAFI

TAFI (Trouble Administration Facilitation Interface) is the vehicle used by BellSouth and CLEC users to process their end-user trouble reports on non-designed (POTS) voice-grade services. Since the DLEC is providing high-speed data access over the same physical facilities via the Line Sharing methodology, the DLEC will be limited in TAFI to **only** processing Line Share Data (LSD) reports.

Given:

(1) Should a CLEC expand the scope of their offerings and become a DLEC using line sharing (or visa-versa), the CLEC/DLEC will manage two unique TAFI user IDs: one for processing CLEC reports and a separate ID for processing DLEC reports.

(2) The DLEC must know the area code of his end user and provide it with the circuit_id when entering a report in TAFI.

(3) Prior to entering a LSD report via TAFI, the DLEC has confirmed with the end user that the voice service on the line shared line is working properly.

Connectivity:

The DLEC has two options for connecting to TAFI: (1) provision a LAN-LAN pipe to the nearest BellSouth POP or (2) use a modem and dial into the system via a telephone call to Atlanta. (Note: the BellSouth account team is familiar with this process as well as the process for establishing user_ids for the DLEC.)

The DLEC will access TAFI using either an X-Window terminal or a PC running Telnet protocol with VT220 terminal emulation software.

Using TAFI –
Initial Report / MLT only:

(1) Using the connectivity approach selected by each DLEC, access the TAFI processor and log in using the BellSouth provided user_id and your private password.

(2) At the Initial Trouble Entry Window (ITEW), enter the area code and circuit_id for the customer in trouble.

Note: The ITEW is formatted for telephone number entry with an expanded NNNN area. Enter the area code in the NPA section, skip the NXX section and then enter the circuit_id without the delimiters. For example:

404___38HFGJ607999

Note: The DLEC can enter the end-user's telephone number instead of the circuit_id to generate the LSD report.

(3) TAFI provides several checks in the background to (a) confirm that Line Sharing is provided on this line (i.e., the presence of the ULSDE USOC in the CRIS S&E) and (b) that the DLEC entering the report is the 'owner' of the Line Sharing service. Ownership is determined by checking the OCN value found in the UNN1 FID in the CRIS S&E section and matching it with data in the DLEC's TAFI profile.

(4) TAFI returns the telephone number on which Line Shared Data is provisioned and the DLEC is automatically taken to the TAFI LSD option.

(a) If TAFI can not find the corresponding telephone number to enter the trouble report, it will return an error message stating ***"No Record of LS Found"*** and then the DLEC will be returned to the ITEW. This error could be caused by several things:

1) The wrong area code or circuit_id value was entered. (Correct errors and re-enter).

2) Line Sharing service is not deployed (i.e., the order is future dated).

3) The service order to provision Line Sharing just closed and the BellSouth down stream systems (CRIS and LMOS) have not been updated yet.

(b) If the DLEC believes that the data service was just deployed (i.e., item 3) above), enter the trouble report using the end-user's telephone number (i.e., the TN on which LS is provisioned). TAFI will look for a pending service order to validate the presence of the ULSDE USOC and UNN1 FID.

1) If a match is found, **and the service order is due "today" (or past due) and it is not in a jeopardy status,** TAFI will return the telephone number and take the DLEC to the TAFI LDS option.

2) If a match is not found, TAFI will return the error message ***"No Record of LS Found"*** and then the DLEC will be returned to the ITEW. At this point the DLEC must call the UNE Center for assistance.

(c) If TAFI finds Line Sharing on the line but the DLEC entering the report is not the owner (i.e., OCN values do not match), TAFI will return the error message ***"This Account Belongs to Another Company"*** and then the DLEC will be returned to the ITEW.

(5) The DLEC is asked the question ***"Does the end-user have trouble with his voice services – Y/N?"***

(a) If the answer is "YES", TAFI will prompt the DLEC saying ***"Please have your customer report his voice troubles to his service provider and, once repaired, retry his HS data connection"***. At this point TAFI will automatically cancel this report and return the DLEC to the ITEW.

(b) If the answer is "NO", TAFI will automatically run a MLT test.

1) If the test results indicate a potential voice trouble condition (i.e., either the DLEC did not communicate step 5 accurately or the customer did not understand, etc.), TAFI will provide the DLEC with the following message: ***"While testing we found a potential voice problem on the line. Please have your customer report his voice trouble to his service provider and, once repaired, retry his HS data connection".***

   After displaying this message for 10 seconds, TAFI will cancel the report and return the DLEC to the ITEW.

(6) TAFI will provide the DLEC with the FECO (Front End Close Out) recommendation (since the MLT test results indicate a TOK condition). At this point the DLEC can view the MLT test results (by depressing the F? key or system prompt?).

(7) Once the DLEC has viewed the MLT test results, he will be asked: ***"Do you wish to CANCEL this report (i.e., just running MLT test) – Y/N?"***

   (a) A "Yes" response will cause TAFI to cancel the report and return the DLEC to the ITEW.

   (b) A "No" response will cause TAFI to generate a LS data report and will automatically populate "%[DLEC] $Data/Lineshare Trouble Test Continuity on [ckt_id #]" in the narrative, enter LSD as the trouble type and populate the DLEC's call back number (from an internal table) in the Reach number field. The report will be routed PDI (to send it to the CO technician).

(8) The DLEC can view the commitment date/time from the final screen.

(9) Once the report is entered, the DLEC is returned to the ITEW to enter the next report.

(10) If there are no more troubles to report, the DLEC can log off by depressing the F6 key and then depressing the Enter key.

Subsequent Reports:

Once the DLEC enters an LSD report, DLEC may wish to (a) check status, (b) add information or (c) close the report because they found the problem outside of BellSouth's domain.

(11) The DLEC will execute step (2) or (4b) - depending upon how long the LS service has been active. TAFI goes to initiate an LMOS report and finds that an open report exists for this end-user's line.

   (a) TAFI will check the pending LMOS report to see if the Trouble Type is "LSD".

      1) If the Trouble Type is <u>not</u> LSD (indicating that the end-user has reported a problem with his voice service), TAFI will display the current status of the pending report and will return the following message: ***"A voice report exists for this line. Please have your customer check his HS data <u>after</u> this voice related trouble is cleared."***

      2) After displaying this message for 10 seconds, TAFI will cancel this DLEC entry and return the DLEC to the ITEW.

(b) The Trouble Type is LSD, TAFI will confirm that the DLEC is the owner of the LSD.

1) If DLEC is not the owner of the LSD, TAFI will display ***"This Account Belongs to Another Company".***

2) After displaying this message for 10 seconds, TAFI will cancel this DLEC entry and return the DLEC to the ITEW.

(c) DLEC is the owner - TAFI will display the current status of the pending report and will ask ***"Do you wish to CLOSE the existing LMOS report – Y/N?"***

1) If "Yes", TAFI will ask ***"Was the trouble Hardware related – Y/N?***

a) If "Yes", TAFI will close the report "DLEC cleared hardware trbl"

b) If "No", TAFI will close the report "DLEC reported came clear"

Note: TAFI will close the report if it is not in a dispatched status. If the report has been dispatched, TAFI will enter a subsequent report alerting the field technician that the problem is resolved.

2) If "No", TAFI will ask ***"Do you wish to Update the existing LMOS report – Y/N?"***

a) If "Yes", TAFI will advise DLEC ***"Update narrative with new information and then send the report".*** TAFI will then generate a subsequent report with the updated narrative.

b) If "No", TAFI will cancel this DLEC transaction and automatically return the DLEC to the ITEW.

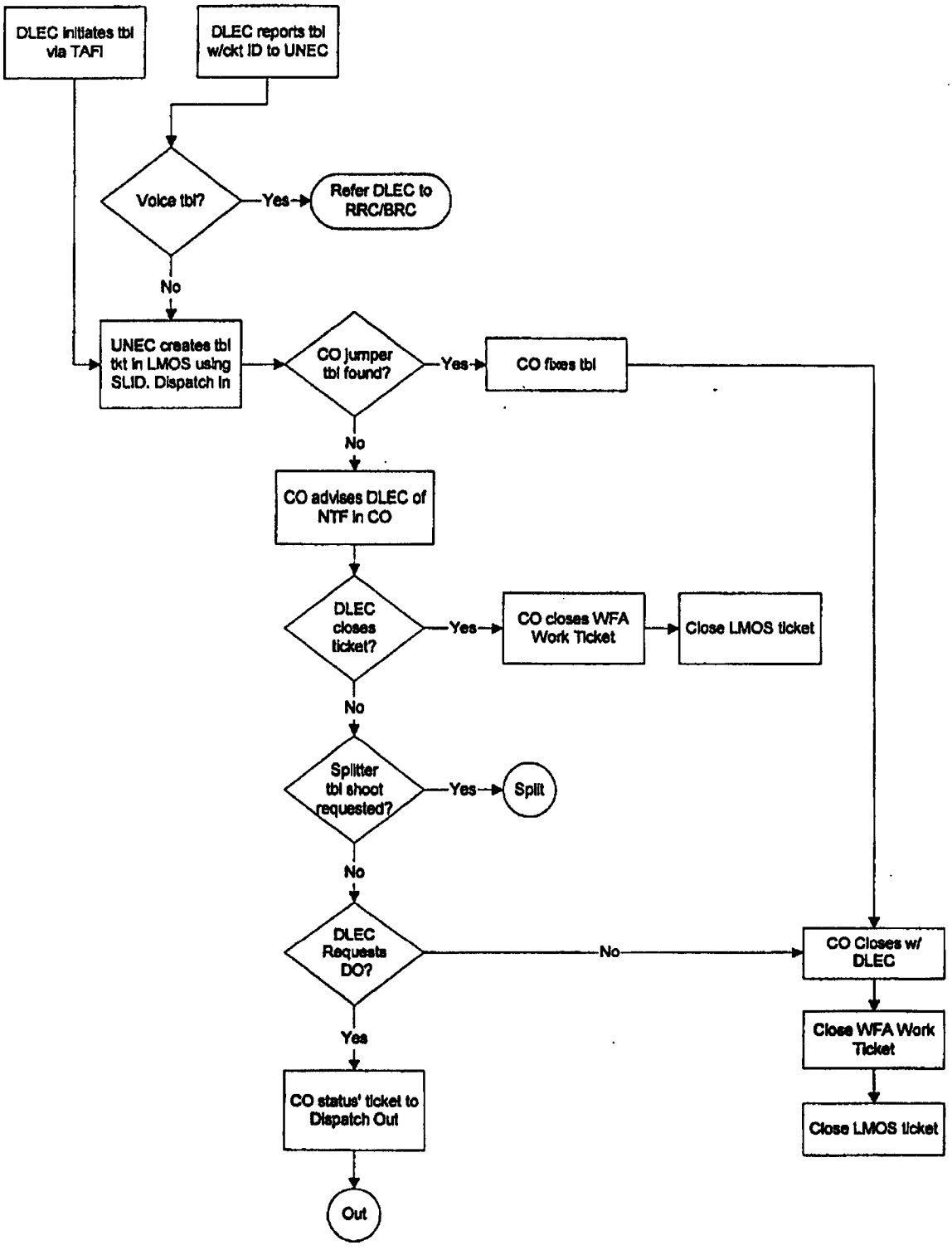
(d) Once the report is sent, TAFI will return the DLEC to the ITEW.

(12) If there are no more troubles to report, the DLEC can log off by depressing the F6 key and then depressing the Enter key.

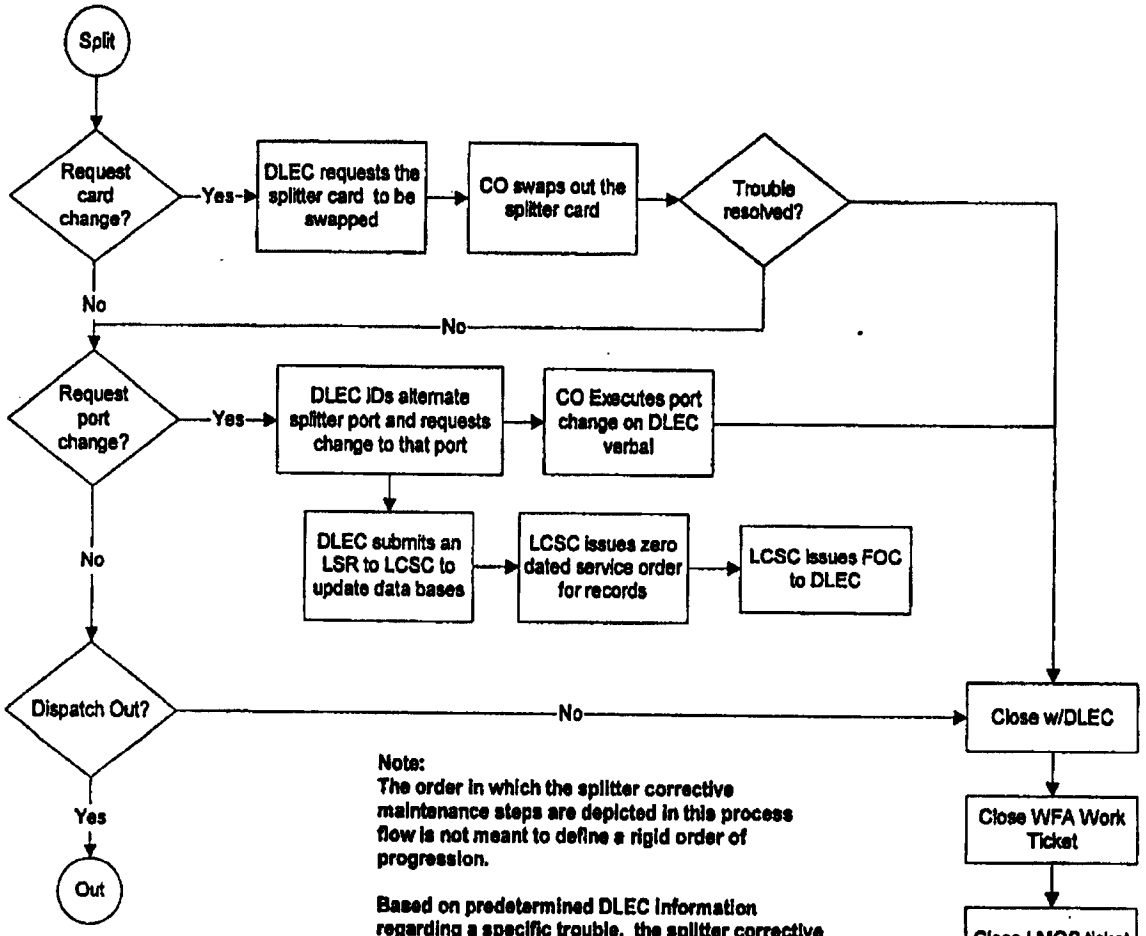
EXHIBIT TGW - 8

Trouble Receipt Process Flow

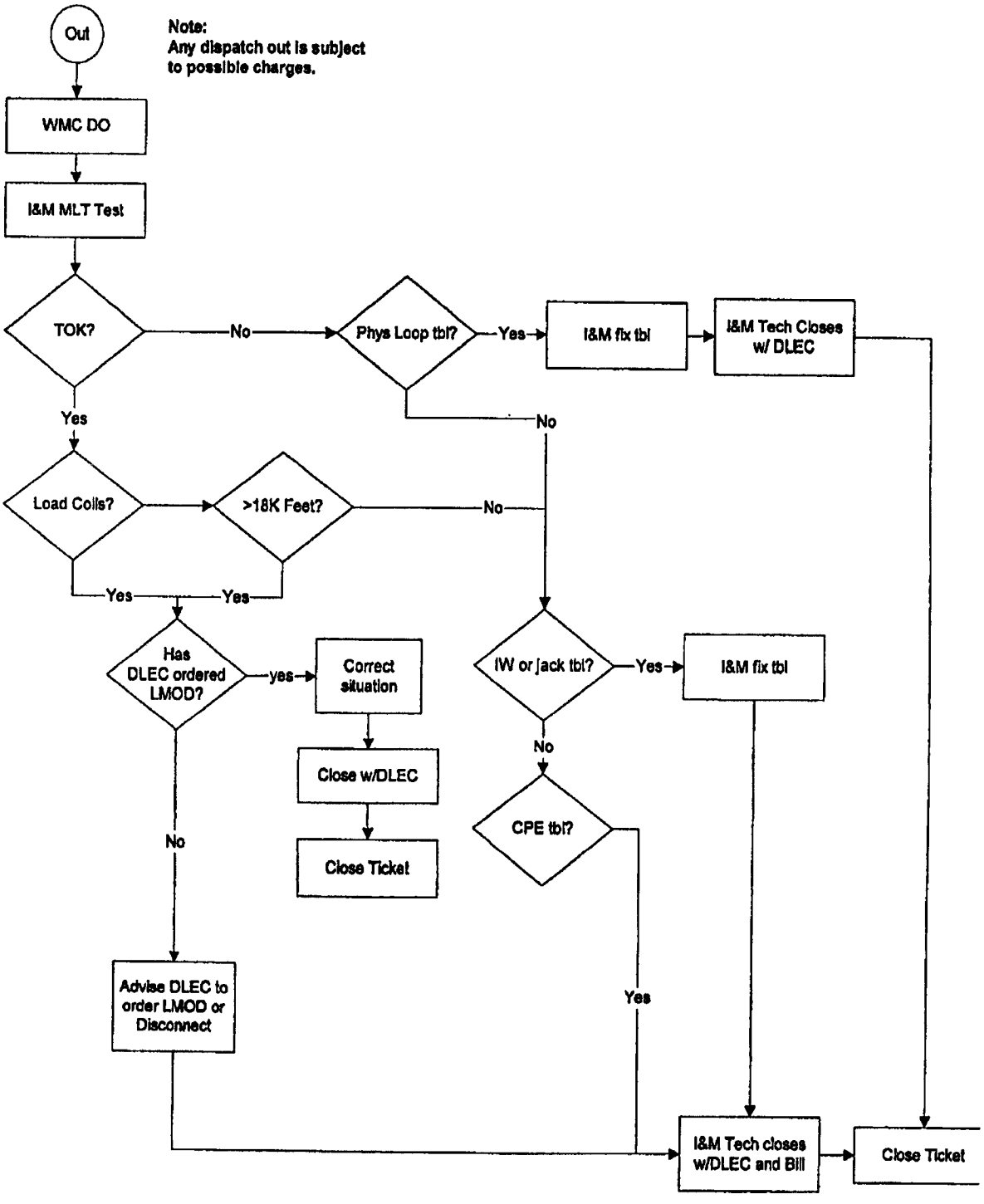
Trouble Receipt Process Flow
Baselined 8/3/2000



Trouble Receipt Process Flow
Baselined 8/3/2000



Trouble Receipt Process Flow
Baselined 8/3/2000



Note:
At any point in the process the DLEC can open a new ticket for a Dispatch Out Vendor Meet.

Trouble Receipt Process Flow
Baselined 8/3/2000

Maintenance Flow Documentation

ASSUMPTIONS:

This is a data only trouble flow
End User started repair process by calling their ISP
ISP had first right to dispatch.
When problem was not found, ISP referred trouble to DLEC
DLEC calls UNE Center

FLOW:

DLEC calls UNEC to report trouble with circuit ID on LS circuit

UNEC determines if trouble involves voice

If trouble involves voice, UNEC refers DLEC to have the end user call RRC/BRC

If trouble is data only, UCEC creates trouble ticket in LMOS using the circuit id format, advises DLEC of ticket number and routes trouble ticket for dispatch into CO.

CO technician receives ticket and checks continuity of data jumper

If trouble is found in CO, technician fixes trouble and closes with DLEC

If trouble is not found in CO, technician advises DLEC of NTF

DLEC will direct CO on any further action

If DLEC does not request further trouble isolation, CO closes ticket

If DLEC requests further trouble isolation, CO will perform requested activities

DLEC requests splitter card to be reseated
CO performs function
CO contacts DLEC for additional action

DLEC requests splitter card to be replaced
CO performs function
CO contacts DLEC for additional action

DLEC requests CO to rewire to another splitter
DLEC submits records only order to update databases with new splitter assignments
CO rewires per DLEC verbal request
CO advises DLEC function is completed
CO contacts DLEC for additional action

DLEC requests a dispatch out, the CO routes trouble ticket for dispatch
Note: Any dispatch out is subject to possible charges.

Trouble ticket is routed to outside technician through MAPPER

Upon receipt of ticket, TECHNET initiates MLT test on line

If MLT tests passes (TOK) I&M technician advises DLEC that no trouble was found (possible bill to DLEC)

The I&M technician checks for load coils and loop length.

If either condition exists, the I&M technician verifies that DLEC has ordered a LMOD.

If the DLEC has ordered a LMOD, the I&M technician corrects situation and closes ticket with the DLEC.

If the DLEC has not ordered a LMOD, the I&M technician advises DLEC to order a LMOD, and closes the ticket with the DLEC and bills DLEC

If MLT test fails and trouble is determined to be in loop, I&M technician repairs trouble "business as usual" and closes ticket to DLEC

If MLT test fails and trouble is determined to be in inside wire I&M technician repairs trouble and bills DLEC for repairs

Initial Trouble Reported as VOICE

CO technician will check for continuity and voice and will close ticket as NTF (ie technician cannot determine if problem is a bad splitter)

Outside technician also determines NTF.

EXHIBIT TGW – 9

Collaborative Charter CO Based DLEC Collocated Splitter Line Sharing

Collaborative Charter

Project Name	CO Based DLEC Collocated Splitter Line Sharing			Project Number:	Line Sharing
Project Manager	Brenda Slonneger	Priority Level (1-10) (1=lowest, 10=highest)	8	Date:	7/26/2000

Owner(s)	BellSouth - Tommy Williams Covad - Lans Chase Duro - Richard McDaniel New Edge - Mary Nelson Rhythms - Dick Schell Sprint - Bryant Smith

Mission

The mission of the collaborate is to support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line sharing utilizing DLEC owned splitters collocated in the central office, as an option, in order to meet the requirements of the FCC line sharing order.

Scope

The collaborative will support the line sharing initiative for DLEC owned splitters located in the central office collocation space by mutually validating the business processes and inter-company interface procedures required to implement this phase of line sharing within the BellSouth area.

Objectives

1. Identify line sharing system requirements for DLEC owned splitter option
2. Identify, test, approve, and secure a line sharing splitter product for DLEC owned splitter option
3. Implement a line sharing pilot test for DLEC owned splitter option
4. Validate ordering, provisioning, maintenance, and billing processes for DLEC owned splitter option

Assumptions

1. There will be active participation by all members of the collaborative
2. All the members of the collaborative will be objective and work in good faith
3. All the members of the collaborative will maintain a mutual respect for their counterparts
4. Any member of the CLEC/DLEC community may monitor this collaborative
5. This is a working team and does not include legal representation from the participating companies.

Constraints

1. Existing collocation agreements
2. Requirement to amend existing interconnection agreements
3. Pilot agreements will be required in the event the collaborative agrees to implement a pilot
4. Resource availability for participation in the collaborative meetings
5. Product target implementation date of 9/6/2000

Time/Major Milestones

1. Collaborative start date: 6/28/2000
2. Project schedule complete 7/26/2000
3. Product target implementation date: 9/6/2000

Cost/Budget/Financial Assumptions
The collaborative is a non-funded process. Each participating member will be responsible for their own respective expenses.
Quality/Specification
Deploy this phase of line sharing by 9/6/2000.
Major Risks
Product target implementation date of 9/6/2000

Project Core Team: Members:	Company	Phone	Email Address
Bryant Smith	Sprint		bryant.smith@mail.sprint.com
Dick Schell	Rhythms	770-516-0281	rschell@rhythms.net
Mary Nelson	New Edge		mnelson@newedgenetworks.com
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Lans Chase	Covad	678-579-8414	lchase@covad.com
Tommy Williams	BellSouth	205-977-0056	Tommy.G.Williams@bridge.bellsouth.com
Brenda Slonneger	BellSouth	205-977-1276	Brenda.B.Slonneger@bridge.bellsouth.com
Mel Clay	PMSI • Project Mentors		Mclay@pmsi-pm.com
Erick Gamble	BellSouth	205-977-7410	Erick.gamble@bridge.bellsouth.com
Brent MaMahan	Network Telephone	850-469-9904	Brentm@networktelephone.net
Project Monitoring Members:			
Chuck Polizzotti	Northpoint	203-256-9317	cpolizzotti@northpointcom.com
Dan Peer	Sprint		dan.peer@mail.sprint.com
Chris Monticue	Sprint		chris.monticue@mail.sprint.com
Richard Shaw	Trivergent Com	864-678-7711	rshaw@trivergent.com

Project Manager Approval:	Signature	Date
Brenda Slonneger		

Owner Approval:	Signature	Date
BellSouth - Tommy Williams		
Covad - Lans Chase		
Duro - Richard McDaniel		
New Edge - Mary Nelson		
Rhythms - Dick Schell		
Sprint - Bryant Smith		

TGW – 10

Collaborative Charter BST – RT – LS Line Sharing Collaborative

Collaborative Charter

Project Name	BST-RT-LS Line Sharing Collaborative		Project Number: Line Share
Project Manager	Brenda Slonneger	Priority Level (1-10) 8 (1=lowest, 10=highest)	Date: 7/19/000

Stakeholder(s)	BellSouth - Tommy Williams NorthPoint - Chuck Polizzotti Rhythms - Jim Cuckler Duro - Richard McDaniel Sprint - Chris Monticue

Mission

The mission of the collaborative is to support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line sharing utilizing splitters located in the remote terminal as one of the options to meet the requirements of the FCC line sharing order.

Scope

The collaborative will support the implementation of the line sharing initiative within the existing collocation guidelines in the remote terminal by mutually establishing the business processes and inter-company interface procedures required to implement and support this phase of line sharing within the BellSouth area.

Objectives

1. Identify line sharing system requirements for the RT located splitter option
2. Identify, test, approve, and secure a line sharing splitter product for the RT located splitter option
3. Implement a line sharing pilot test for the RT located splitter option
4. Establish ordering, provisioning, maintenance, and billing processes for the RT located splitter option

Assumptions

1. There will be regular participation by all stakeholder members of the collaborative
2. All the members of the collaborative will be objective and work in good faith
3. All the members of the collaborative will maintain a mutual respect for their counterparts
4. Any member of the CLEC/DLEC community may monitor this collaborative
5. This is a working team and does not include legal representation from the participating companies.
6. Wavers of existing collocation rules will be obtained in order to implement a pilot test and achieve the target implementation date

Constraints

1. RT collocation agreements
2. Requirement to amend existing interconnection agreements
3. Pilot agreements will be required in the event the collaborative agrees to implement a pilot
4. Resource availability for participation in the collaborative meetings
5. Product target implementation date of 3/31/2001
6. Achieving desired target date will require wavers of existing collocation rules to implement a pilot test

Time/Major Milestones

1. Collaborative start date: 7/19/2000
2. Project schedule development complete 10/16/2000
3. Product target implementation date: 3/31/2001

Cost/Budget/Financial Assumptions
The collaborative is a non-funded process. Each participating member will be responsible for their own respective expenses.

Quality/Specification
Deploy this phase of line sharing by 3/31/2001.

Major Risks
- Product target implementation date of 3/31/2001
- Obtaining wavers of existing collocation rules to implement a pilot test prior to implementation date

Project Core Team: Members:	Company	Phone	Email Address
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Jim Cuckler	Rhythms	770-271-3904	jcucker@rhythms.com
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Project Monitoring Members:			
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Mary Nelson	New Edge		mnelson@newedgenetworks.com

Project Manager Approval:	Signature	Date
Brenda Slonneger		

Stakeholder Approval:	Signature	Date
BellSouth - Tommy Williams		
NorthPoint - Chuck Polizzotti		
Rhythms - Jim Cukler		
Duro - Richard McDaniel		
Sprint - Chris Monticue		

EXHIBIT TGW – 11

Amendment to the Interconnection Agreement Between Dieca Communications, Inc. (d/b/a Covad Communications) and BellSouth

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC. DATED December 1, 1998

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and DIECA COMMUNICATIONS, INC. d/b/a Covad Communications Company ("Covad"), as of the 25th day of April 2000. (BellSouth and Covad are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on December 1, 1998. (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to Covad 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 Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "HUNE") at the rates set forth in Section 4 herein. BellSouth shall provide Covad with the HUNE irrespective of whether BellSouth chooses to offer xDSL services on the loop.

1.1 The HUNE is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the HUNE is intended to allow Covad's the ability to provide Digital Subscriber Line ("xDSL") data services. The HUNE 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. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards Covad shall provision xDSL service

on the HUNE in accordance with the applicable Technical Specifications and Standards.

1.2 The following loop requirements are necessary for Covad to be able to access the HUNE: 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 Covad 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 Covad 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 shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Covad 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 Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.

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

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

PROVISIONING OF HUNE AND SPLITTER SPACE

2.0 BellSouth will provide Covad with access to the HUNE 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, Covad and other CLECs have developed a process for

allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 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 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Covad'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 Covad will reevaluate this forty-two (42) day interval on or before August 1, 2000.

2.2 After June 6, 2000, once a splitter is installed on behalf of Covad in a central office, Covad shall be entitled to order the HUNE on lines served out of that central office.

2.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad 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 Covad with a carrier notification letter at least 30 days before of such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad 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 Covad collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Covad 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 Covad DS0 at such time that a Covad end user's service is established.

2.5 The HUNE 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 Covad desires to continue providing xDSL service on such loop, Covad 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 Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element.

2.6 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the HUNE in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the HUNE on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Covad with access to feeder subloops at UNE prices. BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the HUNE over fiber fed digital loop carriers by August 1, 2000.

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

2.8 To order HUNE on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Covad to create a concurrent process that allows Covad to order splitters in central offices where Covad is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Covad's collocation provisioning interval. While that process is being developed, Covad may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 2.1.

2.9 BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 24 or 96 ports.

2.10 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the HUNE.

2.11 BellSouth will initially provide access to the HUNE 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 Covad with access to the HUNE as follows:

2.11.1 For 1-5 lines at the same address within three (3) business days from the receipt of Covad's LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be

negotiated. BellSouth and Covad will re-evaluate these intervals on or before August 1, 2000.

2.12 Covad will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the HUNE. Covad and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the HUNE. BellSouth will use its best efforts to make available to Covad, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the HUNE.

MAINTENANCE AND REPAIR

3.0 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the HUNE. Covad 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 of demarcation in the central office. Covad 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 Covad. 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 Covad 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 Covad has access to the HUNE. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of HUNE.

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

PRICING

4.0 BellSouth and Covad agree to the following negotiated, interim rates for the HUNE. 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. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the HUNE, BellSouth will provide cost studies for that state for the HUNE upon Covad's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

4.1 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad 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 Covad may take in any cost docket related to the terms and conditions associated with access to the HUNE; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must

provide Covad with access to the HUNE. 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 HUNE.

		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 Covad any agreement for the HUNE entered into between BellSouth and any other CLEC. If Covad elects to adopt such agreement, Covad shall adopt all rates, terms and conditions relating to the HUNE 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.

DIECA COMMUNICATIONS, INC.
d/b/a Covad Communications Company

By: _____

Name: Dhruv Khanna

Title: Executive Vice President and General Counsel

Date: 4/26/00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 4/26/00

ATTACHMENT 1

CLEC/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. The Priority List is attached hereto.

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 April 26, 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 April 26, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 26, 2000.

Orders for the first 200 splitters received prior to April 26, 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 April 26, 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 before April 26, 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 26, 2000 will be fulfilled in their entirety before any orders received after April 26, 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 April 26, 2000

8. Irrespective of the Priority List, no orders received after April 26, 2000, will be worked until after all orders received on or before April 26, 2000 have been completed.

9. Once all orders received on or before April 26, 2000, have been worked in their entirety, orders received after April 26, 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 26, 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	82

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC 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
148	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

Ref. #	CLLI	State	Combined CLEC Rank
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
286	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

Ref. #	CLLI	State	Combined CLEC Rank
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	LSVLKY5M	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

Ref. #	CLLI	State	Combined CLEC Rank
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
330	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

Ref. #	CLLI	State	Combined CLEC Rank
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	OKSNTNMT	TN	255
728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
980	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	PCBHFL[illegible]	FL	287
1037	KNDLNCCE	NC	288
185	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293

Ref. #	CLLI	State	Combined CLEC Rank
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
1246	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
164	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	SHPTLAOB	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
852	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

Ref. #	CLLI	State	Combined CLEC Rank
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	DCSPMSGO	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
1265	GTBGTNMT	TN	393
968	AHVLNC81	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

EXHIBIT TGW – 12

Amendment to the Interconnection Agreement Between New Edge Network, Inc. and BellSouth

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS and BELLSOUTH TELECOMMUNICATIONS, INC. DATED SEPTEMBER 27, 1999

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and New Edge Network, Inc. d/b/a New Edge Networks ("New Edge"), as of the 27th day of April 2000. (BellSouth and New Edge are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on September 27, 1999 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to New Edge 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 New Edge access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "HUNE") at the rates set forth in Section 4 herein. BellSouth shall provide New Edge with the HUNE irrespective of whether BellSouth chooses to offer xDSL services on the loop.

1.1 The HUNE is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the HUNE is intended to allow New Edge the ability to provide Digital Subscriber Line ("xDSL") data services. The HUNE 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. New Edge shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. New Edge shall provision xDSL service on the HUNE in accordance with the applicable Technical Specifications and Standards.

1.2 The following loop requirements are necessary for New Edge to be able to access the HUNE: 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 New Edge 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 New Edge 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 shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and New Edge 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 New Edge requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, New Edge shall pay for the loop to be restored to its original state.

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

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

PROVISIONING OF HUNE AND SPLITTER SPACE

2.0 BellSouth will provide New Edge with access to the HUNE 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, New Edge and other CLECs have developed a process

for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before 3PM CST, 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 New Edge'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 New Edge will reevaluate this forty-two-(42) day interval on or before August 1, 2000.

2.2 After June 6, 2000, once a splitter is installed on behalf of New Edge in a central office, New Edge shall be entitled to order the HUNE on lines served out of that central office.

2.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide New Edge 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 New Edge with a carrier notification letter at least 30 days before of such change and shall work collaboratively with New Edge to select a mutually agreeable brand of splitter for use by BellSouth. New Edge 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 New Edge collocation area, if possible; or (ii) in a BellSouth relay rack as close to the New Edge 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 New Edge DS0 at such time that a New Edge end user's service is established.

2.5 The HUNE 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 New Edge desires to continue providing xDSL service on such loop, New Edge 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 New Edge desires to continue providing xDSL service on such loop, New Edge shall be required to purchase the full stand-alone loop unbundled network element.

2.6 New Edge and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the HUNE in various real life scenarios. BellSouth and New Edge agree that New Edge is entitled to purchase the HUNE on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide New Edge with access to feeder subloops at UNE prices. BellSouth and New Edge will work together to establish methods and procedures for providing New Edge access to the HUNE over fiber fed digital loop carriers by August 1, 2000.

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

2.8 To order HUNE on a particular loop, New Edge must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with New Edge to create a concurrent process that allows Covad to order splitters in central offices where Covad is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Covad's collocation provisioning interval. While that process is being developed, New Edge may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 2.1.

2.9 BellSouth will devise a splitter order form that allows New Edge to order splitter ports in increments of 24 or 96 ports.

2.10 BellSouth will provide New Edge the Local Service Request ("LSR") format to be used when ordering the HUNE.

2.11 BellSouth will initially provide access to the HUNE 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 New Edge with access to the HUNE as follows:

2.11.1 For 1-5 lines at the same address within three (3) business days from the receipt of New Edge's LSR;

6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated. BellSouth and New Edge will re-evaluate these intervals on or before August 1, 2000.

2.12 New Edge will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the HUNE. New Edge and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the HUNE. BellSouth will use its best efforts to make available to New Edge, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the HUNE.

MAINTENANCE AND REPAIR

3.0 New Edge shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the HUNE. New Edge 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 of demarcation in the central office. New Edge 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 New Edge. 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 New Edge 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 New Edge has access to the HUNE. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of HUNE.

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

PRICING

4.0 BellSouth and New Edge agree to the following negotiated, interim rates for the HUNE. 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. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the HUNE, BellSouth will provide cost studies for that state for the HUNE upon New Edge's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

4.1 BellSouth and New Edge enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or New Edge 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 New Edge may take in any cost docket related to the terms and

conditions associated with access to the HUNE; and (b) the positions that BellSouth or New Edge might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide New Edge with access to the HUNE. 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 HUNE.

		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 New Edge any agreement for the HUNE entered into between BellSouth and any other CLEC. If New Edge elects to adopt such agreement, New Edge shall adopt all rates, terms and conditions relating to the HUNE 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.

New Edge Network, Inc.	BellSouth Telecommunications, Inc.
d/b/a New Edge Networks	
By: Signature On Original	By: Signature On Original
Name: Robert Y. McMillin	Name: Jerry Hendrix
Title: Senior Director - Interconnection	Title: Senior Director
Date: 04/27/00	Date: 04/28/00

ATTACHMENT 1

CLEC/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 CLEC 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

EXHIBIT TGW – 13

Amendment to the Interconnection Agreements Between BlueStar Networks, Inc. and BellSouth

AMENDMENT TO THE INTERCONNECTION AGREEMENTS BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC.

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), as of the 7th day of June 2000. (BellSouth and BlueStar are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on December 7, 1999 (Alabama, Louisiana, Mississippi, and South Carolina), (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to BlueStar 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 as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 12:

12.0 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

12.1 GENERAL

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

12.1.1 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 BlueStar 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. BlueStar shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other

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

12.1.2 The following loop requirements are necessary for BlueStar 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 BlueStar 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 BlueStar 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 shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and BlueStar 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 BlueStar requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, BlueStar shall pay for the loop to be restored to its original state.

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

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

12.2 **PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE**

12.2.1 BellSouth will provide BlueStar with access to the High Frequency Spectrum as follows:

12.2.2 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, BlueStar 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 BlueStar's submission of such order to the BellSouth Complex Resale Support Group (assuming no splitter with excess capacity is currently located at the requested central office); 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 BlueStar will reevaluate this forty-two (42) day interval on or before August 1, 2000. In the event that BellSouth does not have a splitter available for a particular central office and BlueStar owns a splitter, BellSouth may elect to purchase such splitter from BlueStar upon rates, terms, and conditions to be agreed to by the parties.

12.2.3 After June 6, 2000, once a splitter is installed on behalf of BlueStar in a central office, BlueStar shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

12.2.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide BlueStar 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 BlueStar with a carrier notification letter at least 30 days before such change and shall work collaboratively with BlueStar to select a mutually agreeable brand of splitter for use by BellSouth. BlueStar shall thereafter purchase ports on the splitter as set forth more fully below. Anytime after July 15, 2000, BellSouth agrees to discuss with BlueStar the rates, terms and conditions to allow BlueStar to purchase its own splitters for installation in BellSouth's central offices.

12.2.5 BellSouth will install the splitter in (i) a common area close to the BlueStar collocation area, if possible; or (ii) in a BellSouth relay rack as close to the BlueStar 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 BlueStar DS0 at such time that a BlueStar end user's service is established.

12.2.6 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 BlueStar desires to continue providing xDSL service on such loop, BlueStar shall be permitted to continue using the line by purchasing 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 BlueStar desires to continue providing xDSL service on such loop, BlueStar shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element.

12.2.7 BlueStar and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and BlueStar agree that BlueStar is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide BlueStar with access to feeder subloops at UNE prices. BellSouth and BlueStar will work together to establish methods and procedures for providing BlueStar access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

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

12.2.9 To order High Frequency Spectrum on a particular loop, BlueStar must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with BlueStar to create a concurrent process that allows BlueStar to order splitters in central offices where BlueStar is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of BlueStar's collocation provisioning interval. While that process is being developed, BlueStar may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 11.2.2.

12.2.10 BellSouth will devise a splitter order form that allows BlueStar to order splitter ports in increments of 24 or 96 ports.

12.2.11 BellSouth will provide BlueStar the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum by May 15, 2000.

12.2.12 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 BlueStar with access to the High Frequency Spectrum as follows:

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

12.2.13 BlueStar will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. BlueStar and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to BlueStar, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

12.3 MAINTENANCE AND REPAIR

12.3.1 BlueStar shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. BlueStar may access the loop at the point where the combined voice and data signal exits the central office splitter.

12.3.2 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 of demarcation in the central office. BlueStar will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

12.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call BlueStar. 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).

12.3.4 BellSouth and BlueStar 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 BlueStar 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.

12.3.4.1 Each Party 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.

12.3.4.2 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.

12.3.5 In the event BlueStar'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 BlueStar and allow twenty-four (24) hours to cure the trouble. If BlueStar fails to resolve the trouble, BellSouth may discontinue BlueStar's access to the High Frequency Spectrum on such loop.

12.4 PRICING

12.4.1 BellSouth and BlueStar 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. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon BlueStar's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

12.4.2 BellSouth and BlueStar enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or BlueStar 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 BlueStar 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 BlueStar might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide BlueStar 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.

DESCRIPTION	USOC	AL	LA	MS	SC
SYSTEM, SPLITTER – 96 LINE CAPACITY	ULSDA				
Monthly recurring		$100	$100	$100	$100
Non Recurring – 1st		$150	$150	$300	$300
Non Recurring – Add'l.		$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	NA
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB				
Monthly recurring		$25	$25	$25	$25
Non Recurring		$150	$150	$300	$300
Non Recurring – Add'l		$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	NA
LOOP CAPACITY, LINE ACTIVATION – PER OCCURRENCE	ULSDC				
Monthly recurring		$8.00	$8.00	$8.00	$8.00
Non Recurring – 1st		$40	$40	$40	$40
Non Recurring – Add'l.		$22	$22	$22	$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE	ULSDS				
Non Recurring – 1st		$30	$30	$30	$30
Non Recurring – Add'l.		$15	$15	$15	$15

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

2.0 BellSouth shall make available to BlueStar any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If BlueStar elects to adopt such agreement, BlueStar shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 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.

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

5.0 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.

BlueStar Networks, Inc.

By: Norton Cutler /mlh

Name: Norton Cutler

Title: General Counsel

Date: June 7, 2000

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 6/15/00

ATTACHMENT 1

CLEC/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. .

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, Rhythms, 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

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 CLEC 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
867	MONRLAMA	LA	74
864	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	ORBHFLMA	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

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
848	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
685	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

EXHIBIT TGW – 14

Amendment to the Interconnection Agreement Between Northpoint Communications, Inc. and BellSouth

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN NORTHPOINT COMMUNICATIONS, INC. and BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 9, 1998

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and NorthPoint Communications, Inc. ("NorthPoint"), as of the 26th day of May 2000. (BellSouth and NorthPoint are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on June 9, 1998, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to NorthPoint 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 as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 16:

16 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

16.1 GENERAL

BellSouth shall provide NorthPoint 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 NorthPoint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

16.1.1 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 NorthPoint 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. NorthPoint shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. NorthPoint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

16.1.2 The following loop requirements are necessary for NorthPoint 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 NorthPoint 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 NorthPoint 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 shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and NorthPoint 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 NorthPoint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, NorthPoint shall pay for the loop to be restored to its original state.

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

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

16.2 **PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTERS**

16.2.1 BellSouth will provide NorthPoint with access to the High Frequency Spectrum as follows:

16.2.1.1 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, NorthPoint 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 Exhibit A 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 NorthPoint'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 NorthPoint will reevaluate this forty-two (42) day interval on or before August 1, 2000.

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

16.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide NorthPoint 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 NorthPoint with a carrier notification letter at least 30 days before of such change and shall work collaboratively with NorthPoint to select a

mutually agreeable brand of splitter for use by BellSouth. NorthPoint shall thereafter purchase ports on the splitter as set forth more fully below.

16.2.1.4 BellSouth will install the splitter in (i) a common area close to the NorthPoint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the NorthPoint 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 NorthPoint DS0 at such time that a NorthPoint end user's service is established. The parties shall work collaboratively towards providing NorthPoint the ability to hard-wire rather than cross connect to the splitter data ports.

16.2.1.5 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 NorthPoint desires to continue providing xDSL service on such loop, NorthPoint 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 NorthPoint desires to continue providing xDSL service on such loop, NorthPoint shall be required to purchase the full stand-alone loop unbundled network element. BellSouth shall give NorthPoint notice in a reasonable time prior to disconnect, which notice shall give NorthPoint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice.

16.2.1.6 NorthPoint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and NorthPoint agree that NorthPoint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop

carrier. BellSouth will provide NorthPoint with access to feeder subloops at UNE prices. BellSouth and NorthPoint will work together to establish methods and procedures for providing NorthPoint access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

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

16.2.1.8 To order the High Frequency Spectrum on a particular loop, NorthPoint must have a DSLAM, or access to a DSALM, that serves the end-user of such loop. BellSouth shall allow NorthPoint to order splitters in central offices where NorthPoint is in the process of collocating or augmenting their current collocation arrangement. BellSouth will begin billing NorthPoint the Recurring and Non-Recurring charges associated with the splitter once notification of the completed splitter installation is provided to NorthPoint by BellSouth via the splitter completion notice. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.1.

16.2.1.9 BellSouth will devise a splitter order form that allows NorthPoint to order a portion of the shelf or a full shelf of splitter ports.

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

16.2.1.11 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals:

16.2.1.11.1

Lines	FOC or Error notice	After LSR Receipt
1-5	48 hours manual Less than 24 hours electronic	3 Business days
6-10	48 hours manual Less than 24 hours electronic	5 Business days
10 +	48 hours manual Less than 24 hours electronic	To Be Negotiated

BellSouth and NorthPoint will re-evaluate these intervals on or before August 1, 2000. Upon BellSouth's deployment of real-time, flow through ordering systems referenced in 16.2.1.12, BellSouth will provide FOCs and error notification to NorthPoint in real-time, or as close to real-time as possible, and in no event greater than a monthly average of 4 hours.

16.2.1.12 NorthPoint will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. NorthPoint and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. In particular, BellSouth will work with NorthPoint to develop a real-time, mechanized, integratable preordering and ordering functionality with real-time flow through functionality with a target of the 4th Quarter 2000.

16.3 MAINTENANCE AND REPAIR

16.3.1 NorthPoint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. NorthPoint may access the loop at the point where the combined voice and data signal exits the central office splitter.

16.3.2 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 of demarcation in the central office. NorthPoint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

16.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call NorthPoint. 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).

16.3.4 BellSouth and NorthPoint 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 NorthPoint 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.

16.3.4.1 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.

16.3.4.2 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.

16.3.4.3 BellSouth and NorthPoint will work together to provide NorthPoint the ability to have remote access to BellSouth's testing capability on a non discriminatory basis for those loops where NorthPoint has access to the High Frequency Spectrum.

16.3.5 In the event NorthPoint'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 NorthPoint and allow twenty-four (24) hours to cure the trouble. If NorthPoint fails to resolve the trouble, BellSouth may discontinue NorthPoint's access to the High Frequency Spectrum on such loop.

16.4 PRICING

16.4.1 BellSouth and NorthPoint 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. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon NorthPoint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

16.4.2 BellSouth and NorthPoint enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NorthPoint 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 NorthPoint 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 NorthPoint might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NorthPoint 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		$150	$150	$300	$300	$150	$300	$300	$300	$150
Non Recurring – Add'l.		$0	$0	$0	$0	$0	$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	NA	$150	NA	NA	NA	$150
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB									
Monthly recurring		$25	$25	$25	$25	$25	$25	$25	$25	$25
Non Recurring		$150	$150	$300	$300	$150	$300	$300	$300	$150
Non Recurring – Add'l.		$0	$0	$0	$0	$0	$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	NA	$150	NA	NA	NA	$150
LOOP CAPACITY, LINE	ULSDC									

ACTIVATION – PER OCCURRENCE										
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

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

2.0 BellSouth shall make available to NorthPoint any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If NorthPoint elects to adopt such agreement, NorthPoint shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 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.

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

5.0 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.

NorthPoint Communications, Inc.

By: _____

Name: Glenn A. Harris

Title: Asst Gen. Counsel

Date: 6/5/00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 5/31/00

EXHIBIT A

CLEC/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 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 April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after 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 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 before 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 April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000, will be worked until after all orders received on or before 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, Rhythms, 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 CLEC 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

EXHIBIT TGW – 15

High Frequency Spectrum Network Element Amendment to the Interconnection Agreement Between Rhythms Links Inc. and BellSouth

HIGH FREQUENCY SPECTRUM NETWORK ELEMENT AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN RHYTHMS LINKS INC. and BELLSOUTH TELECOMMUNICATIONS, INC. DATED JANUARY 8, 1999

THIS HIGH FREQUENCY SPECTRUM NETWORK ELEMENT AMENDMENT (the "Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and Rhythms Links Inc. ("Rhythms"), as of the 26th day of May 2000. (BellSouth and Rhythms are individually referred to as a "Party" and collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on January 8, 1999, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to Rhythms 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 as follows:

1. Attachment 2 of the Agreement shall be amended by adding the following Section 16 to Attachment 2 of the Agreement:

16 High Frequency Spectrum Network Element

16.1 GENERAL

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

16.1.1 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 Rhythms' 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. Rhythms shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Rhythms shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

16.1.2 The following loop requirements are necessary for Rhythms 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 Rhythms 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 Rhythms 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 shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Rhythms 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 Rhythms requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Rhythms shall pay for the loop to be restored to its original state.

16.1.3 Rhythms' meet point is the point of termination for Rhythms' or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the Rhythms' connecting block to the splitter. The splitter will route the High Frequency Spectrum on the

circuit to the Rhythms' xDSL equipment in the Rhythms' collocation space.

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

16.1A BellSouth and Rhythms enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Rhythms 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 Rhythms 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 Rhythms might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Rhythms with access to the High Frequency Spectrum, including but not limited to the positions that BellSouth or Rhythms might take before the Florida Public Service Commission in docket no. 000501-TP or before the Georgia Public Service Commission in docket no. 12228-U.

16.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

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

16.2.1 BellSouth Owned Splitters

16.2.1.1 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, Rhythms 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 Rhythms' 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 Rhythms will reevaluate this forty-two (42) day interval on or before August 1, 2000.

16.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Rhythms in a central office, Rhythms shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

16.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Rhythms 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 Rhythms with a carrier notification letter at least 30 days before of such change and shall work collaboratively with Rhythms to select a mutually agreeable brand of splitter for use by BellSouth. Rhythms shall thereafter purchase ports on the splitter as set forth more fully below.

16.2.1.3.1 BellSouth will install the splitter in (i) a common area close to the Rhythms collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Rhythms 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 Rhythms DS0 at such time that a Rhythms end user's service is established.

16.2.2 Rhythms Owned Splitters

16.2.2.1 Upon completion of the conditions set forth in 16.2.2.2.1, 16.2.2.2.2, and 16.2.2.2.3, BellSouth (i) shall provide Rhythms with the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Rhythms to obtain access to, and provide digital subscriber line services to Rhythms' Customers via, High Frequency Spectrum Network Elements that utilize such splitters.

16.2.2.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues, in no event later than September 6 or sooner if possible:

16.2.2.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Rhythms' equipment or wiring.

16.2.2.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Rhythms collocation arrangement.

16.2.2.2.3 COSMOS must be modified to be able to accept two CFA pair assignments from Rhythms when Rhythms orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:

16.2.2.2.3.1 By July 6, 2000, Rhythms shall identify for BellSouth the cable pairs in specific central offices that Rhythms intends to use for line sharing; and

16.2.2.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs by September 6, 2000.

16.2.2.2.3.2.1 If it is not technically feasible for BellSouth to complete these modifications by

September 6, 2000, BellSouth will use its best efforts to develop a work-around solution that will enable Rhythms to provide its services using High Frequency Spectrum and Rhythms' splitters by September 6, 2000. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Rhythms to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

16.2.2.3 In the event Rhythms desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Rhythms shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Rhythms anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Rhythms or its certified vendor will provide a Methods of Procedure for each affected collocation space. In the event the equipment installed by Rhythms does not comply with Section 16.2.2.4, below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Rhythms, may require Rhythms to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Section 3.8 of Attachment 4 of the Agreement. BellSouth shall

permit Rhythms a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.

16.2.2.4 Any splitters installed by Rhythms in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Rhythms to install any splitters in that BellSouth deploys or permits to be deployed for itself or any BellSouth Affiliate.

16.2.3 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 Rhythms desires to continue providing xDSL service on such loop, Rhythms 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 Rhythms desires to continue providing xDSL service on such loop, Rhythms shall be required to purchase the full stand-alone loop unbundled network element.

16.2.4 Rhythms and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Rhythms agree that Rhythms is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Rhythms with access to feeder subloops at UNE prices. BellSouth and Rhythms will work together to establish methods and procedures for providing Rhythms access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

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

16.2.6 To order High Frequency Spectrum on a particular loop, Rhythms must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Rhythms to create a concurrent

process that allows Rhythms to order splitters in central offices where Rhythms is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Rhythms' collocation provisioning interval. While that process is being developed, Rhythms may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.

16.2.7 For splitters owned by BellSouth (as described in Section 16.2.1 above), BellSouth will devise a splitter order form that allows Rhythms to order splitter ports in increments of 24 or 96 ports.

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

16.2.9 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. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow-through, in forty-eight (48) hours. BellSouth will provide Rhythms with access to the High Frequency Spectrum as follows:

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

16.2.10 Rhythms will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Rhythms and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Rhythms, by the fourth quarter of 2000, an electronic pre-ordering, ordering,

provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

16.2.11 In the event that BellSouth does not deliver, or knows that it will be unable to deliver, the High Frequency Spectrum to Rhythms on the due date, BellSouth will provide jeopardy notices to Rhythms in a timely manner according to processes and procedures to be worked out between BellSouth, Rhythms and other CLECs collaboratively.

16.3 MAINTENANCE AND REPAIR

Rhythms shall have access, for test, repair, and maintenance purposes, to any loop to which it has access to the High Frequency Spectrum. Consistent with the Amendment to the Agreement Between ACI Corp. and BellSouth Telecommunications, Inc. dated January 8, 1999 that became effective on December 13, 1999, Rhythms may access the High Frequency Spectrum at the point where the combined voice and data signal exits the central office splitter on a twenty-four (24) hour per day, seven (7) day per week basis and without the need for a BellSouth escort. Where BellSouth owns the splitter in a physical collocation arrangement, BellSouth shall provide Rhythms with access to splitters on such a basis regardless of where in a central office the splitter is located.

16.3.1 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 of demarcation in the central office. Rhythms will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

16.3.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call Rhythms. 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).

16.3.3 BellSouth and Rhythms 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 Rhythms 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.

16.3.3.1 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.

16.3.3.2 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.

16.3.3.3 BellSouth shall cure any troubles reported by Rhythms for the High Frequency Spectrum in the same interval in which BellSouth is required to cure a trouble reported for POTS line.

16.3.4 In the event Rhythms' 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 Rhythms and allow twenty-four (24) hours to cure the trouble. If Rhythms fails to resolve the trouble, BellSouth may discontinue Rhythms' access to the High Frequency Spectrum on such loop.

16.4 PRICING

BellSouth and Rhythms 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 or arbitration 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. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High

Frequency Spectrum upon Rhythms' written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement negotiated by the Parties.

16.4.1 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
LINE ACTIVATION – PER OCCURRENCE	ULSDC									
Monthly recurring – OSS		$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00
Non Recurring, C.O. Wiring – 1st		$40	$40	$40	$40	$40	$40	$40	$40	$40
Non Recurring, C.O. Wiring – Add'l.		$22	$22	$22	$22	$22	$22	$22	$22	$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE - Customer requested, C.O. Re-Wiring, etc.	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

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

2. BellSouth shall make available to Rhythms any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If Rhythms elects to adopt such agreement, Rhythms shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3. 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.

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

5. 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.

Rhythms Links Inc.	BellSouth Telecommunications, Inc.
By: _____	By: _____
Name: _____	Name: Jerry Hendrix
Title: _____	Title: Senior Director
Date: _____	Date: 5/26/00

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

5. 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.

Rhythms Links Inc.	BellSouth Telecommunications, Inc.
By: Eric H Geis	By: _____
Name: Eric H Geis	Name: Jerry Hendrix
Title: Secretary	Title: Senior Director
Date: May 26, 2000	Date: _____

ATTACHMENT 1

CLEC/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 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 April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after 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 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 before 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 April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000 will be worked until after all orders received on or before 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 Line Sharing

March 9, 2000

Rhythms, Covad, 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 CLEC 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
669	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

EXHIBIT TGW – 16

High Frequency Spectrum Network Element

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide CLEC-1 access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide CLEC-1 with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 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 CLEC-1 the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, 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. CLEC-1 shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. CLEC-1 shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for CLEC-1 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. BellSouth will provide CLEC-1 access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If CLEC-1 requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, CLEC-1 shall pay for the loop to be restored to its original state.

3.1.4 CLEC-1's termination point is the point of termination for CLEC-1 on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect CLEC-1's connecting block to the splitter. The

splitter will route the High Frequency Spectrum on the circuit to CLEC-1's xDSL equipment in CLEC-1's collocation space.

3.1.5 CLEC-1 shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

3.2.1 BellSouth will provide CLEC-1 with access to the High Frequency Spectrum as follows:

3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of CLEC-1'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.

3.2.1.2 Once a splitter is installed on behalf of CLEC-1 in a central office, CLEC-1 shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1 BellSouth will bill and CLEC-1 shall pay the SOMAN and SOMEC charges as described in Section 2.13 of this Agreement when CLEC-1 orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide CLEC-1 access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide CLEC-1 with a carrier notification letter, informing CLEC-1 of change. CLEC-1 shall purchase ports on the splitter as set forth more fully below.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the CLEC-1 collocation area, if possible; or (ii) in a BellSouth relay rack as close to the CLEC-1 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 CLEC-1 DS0 at such time that a CLEC-1 end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and CLEC-1 desires to continue providing xDSL service on such loop, CLEC-1 shall be required to purchase a 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 CLEC-1 desires to continue providing xDSL service on such loop, CLEC-1 shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give CLEC-1 notice in a reasonable time prior to disconnect, which notice shall give CLEC-1 an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and CLEC-1 purchases the full stand-alone loop, CLEC-1 may elect the type of loop it will purchase. CLEC-1 will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event CLEC-1 purchases a voice grade loop, CLEC-1 acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, CLEC-1 must have a DSLAM collocated in the central office that serves the end-user of such loop. CLEC-1 may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows CLEC-1 to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide CLEC-1 the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When CLEC-1 submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide CLEC-1 with access to the High Frequency Spectrum at the following target intervals:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.3.4 BellSouth will provide to CLEC-1 BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide CLEC-1 access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and CLEC-1 shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

3.4.1 CLEC-1 shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. CLEC-1 may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. CLEC-1 will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 CLEC-1 shall inform its end users to direct data problems to CLEC-1, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

3.4.5 In the event CLEC-1'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 CLEC-1 and allow twenty-four (24) hours to cure the trouble. If CLEC-1 fails to resolve the trouble, BellSouth may discontinue CLEC-1's access to the High Frequency Spectrum on such loop.

3.5 **Rates**

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If CLEC-1 purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

EXHIBIT TGW - 17

CO-Based Line Sharing Functional Block Diagram

CO-Based Line Sharing Functional Block Diagram

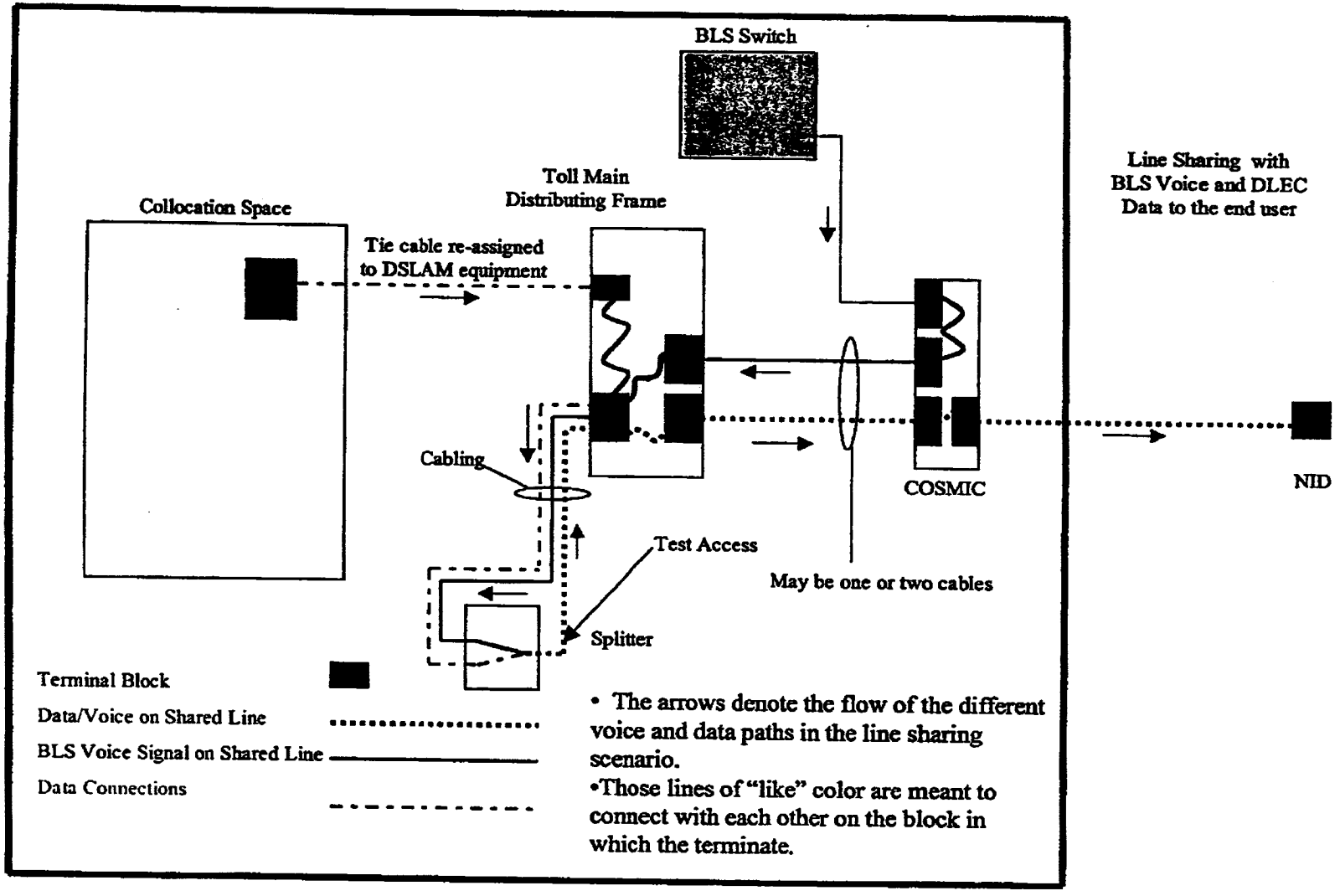

EXHIBIT TGW - 18

CO-Based Line Sharing Functional Block Diagram with Splitter Located in CLEC Space

CO-Based Line Sharing Functional Block Diagram With Splitter Located in CLEC Space

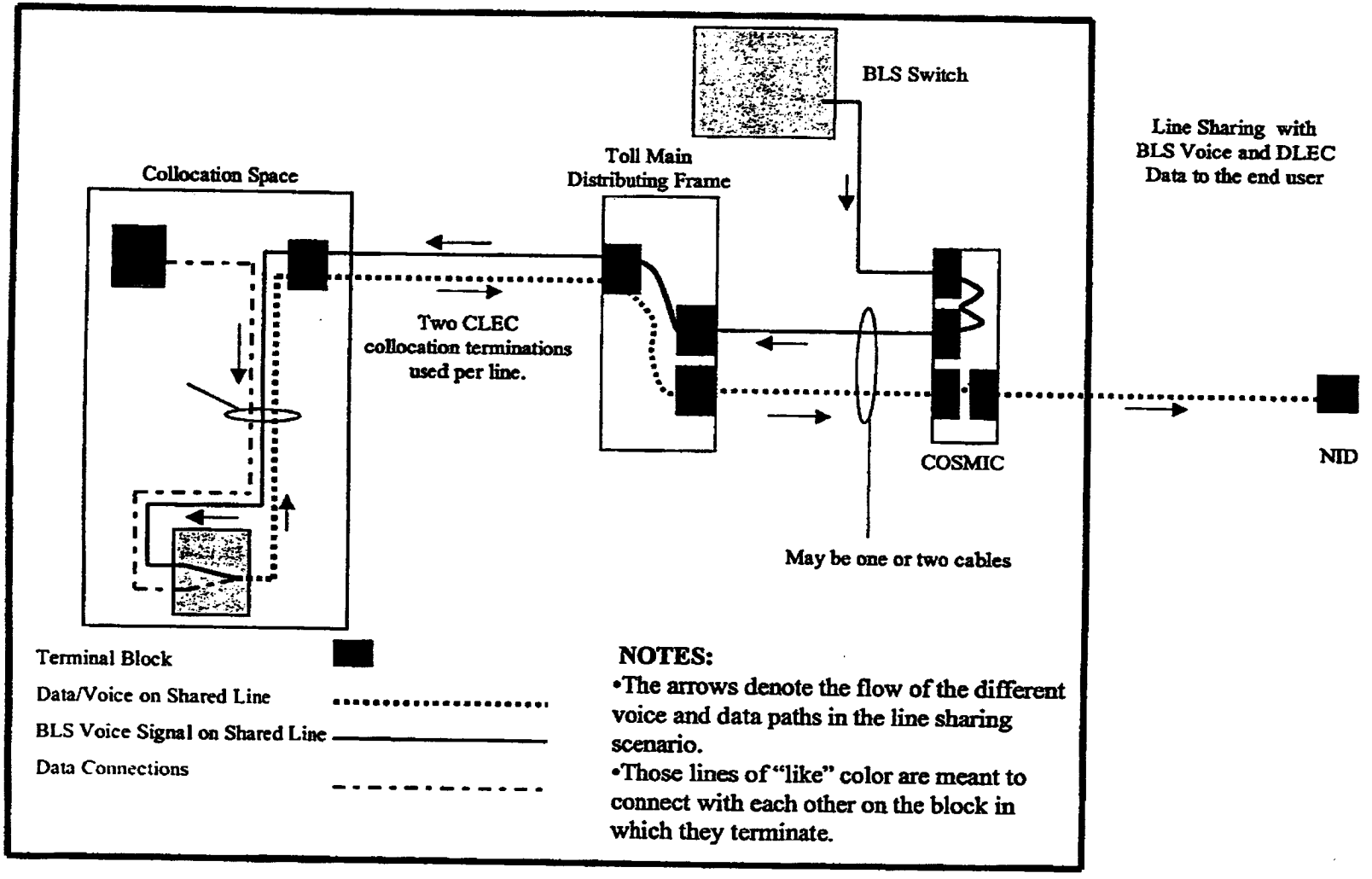

EXHIBIT TGW – 19

CO-Based Line Splitting Functional Block Diagram

CO-Based Line Splitting Functional Block Diagram