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June 13, 2006

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041269-TP
In re: Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting From Changes of Law

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Motion for Order Deeming Amendments to Interconnection Agreements Executed and Approved, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

James Meza III /RN

James Meza III

cc: All Parties of Record
Jerry D. Hendrix
E. Earl Edenfield, Jr.

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CERTIFICATE OF SERVICE
Docket No. 041269-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and U. S. Mail this 13th day of June, 2006 to the following:

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(+)signed Protective Agreement
(*) via FedEx

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	
	)	Docket No. 041269-TP
Petition to Establish Generic Docket to	)	
Consider Amendments to Interconnection	)	
Agreements Resulting From Changes of Law	)	Filed: June 13, 2006
	)	

BELLSOUTH'S MOTION FOR ORDER DEEMING AMENDMENTS TO INTERCONNECTION AGREEMENTS EXECUTED AND APPROVED

BellSouth Telecommunications, Inc. ("BellSouth") requests that the Florida Public Service Commission ("Commission") issue an order deeming certain interconnection agreements amendments that incorporate the Commission's decisions in Order No. PSC-06-0172-FOF-TP and Order No. PSC-0299-FOF-TP ("Orders") with the following carriers executed and approved: DPI-Teleconnect, LLC, Access Integrated Networks, Inc., Awesome Communications, Inc., Bullseye Telecom, Inc., KingTel, Inc., Level 3 Communications, LLC, Supra Telecommunications and Information Systems, Inc., TelWest Communications, LLC, and WilTel Local Network f/k/a Williams Local Network, LLC (collectively referred to as "CLECs"). In support of this Motion, BellSouth states the following:

1. On March 2, 2006, the Commission issued Order No. PSC-06-0172-FOF-TP ("First COL Order") in the above-captioned docket. This decision required BellSouth and the CLECs to file executed amendments to their current interconnection agreements to incorporate the Commission's decision for all issues in that proceeding except Issue Nos. 5, 13, 16-18, and 22(b) by March 10, 2006.

2. On April 17, 2006, the Commission issued Order No. PSC-06-0299-FOF-TP ("Second COL Order") in the above-captioned docket. This decision required BellSouth and

the CLECs to file executed amendments incorporating that decision for Issue Nos. 5, 13, 16-18 and 22(b) by April 27, 2006.

3. On April 27, 2006, BellSouth filed a Motion for Extension of Time until May 30, 2006 to file executed amendments to the parties' current interconnection agreements. The amendments would reflect the Commission's decisions in the Orders or the Second COL Order if the CLEC had already executed an amendment for the First COL Order.

4. On May 30, 2006, BellSouth filed a Second Motion for Extension of Time – this time until June 13, 2006 for certain CLECs to file executed amendments to the parties' current interconnection agreements. As with the first request, the amendments subject to the second request for an extension would reflect the Orders or the Second COL Order if the CLEC had already executed an amendment for the First COL Order.

5. BellSouth has contacted all of the CLECs over the past few months regarding the amendments and has provided each of the CLECs with the relevant amendment(s). However, for the various reasons detailed below, none of the CLECs have executed amendments to implement the Orders or the Second COL Order as required by the Commission.

6. On or about May 4, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to TelWest Communications, LLC ("TelWest"). *See* Composite Exhibit "A" attached hereto. TelWest advised that it is "doing no marketing or sales in BellSouth states any longer, and is not trying to replace customers that leave, so the line count is going down steadily. For that reason, Jeff Swickard probably will not sign any more amendments or contracts." *See id.* To date, TelWest has failed to execute the amendment.

7. On or about May 4, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to Awesome Communications, Inc. ("Awesome"). *See* Composite Exhibit "B" attached hereto. To date, Awesome has failed to execute the amendment and has not contacted BellSouth with regard to same.

8. On or about May 4, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to KingTel, Inc. ("KingTel"). *See* Composite Exhibit "C" attached hereto. To date, KingTel has failed to execute the amendment and has not contacted BellSouth with regard to same.

9. On or about May 4, 2006, BellSouth sent an amendment to implement the Commission Second COL Order to WilTel Local Network f/k/a Williams Local Network, LLC ("WilTel"). *See* Composite Exhibit "D" attached hereto. On June 8, 2006, WilTel indicated that the amendment had been "sent for approval and signature today" and that it would be returned to BellSouth "as soon as I get them back." *See id.* However, to date, BellSouth has not received the executed amendment.

10. On or about May 2, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to Level 3 Communications, LLC ("Level 3"). *See* Composite Exhibit "E" attached hereto. On June 8, 2006, Level 3 indicated that the amendment had been "sent for approval and signature today" and that it would be returned to BellSouth "as soon as I get them back." *See id.* However, to date, BellSouth has not received the executed amendment.

11. On or about May 3, 2006, BellSouth sent an amendment to implement the Commission's Orders to DPI-Teleconnect, LLC ("DPI"). *See* Composite Exhibit "F" attached hereto. On or about June 2, 2006, BellSouth sent a follow-up letter to DPI asking

DPI to execute the amendment. *See id.* However, to date, DPI has failed to execute the amendment and has not contacted BellSouth with regard to same.

12. On or about May 2, 2006, BellSouth sent an amendment to implement the Commission's April 17, 2006 Order to Access Integrated Networks, Inc. ("AIN"). *See* Composite Exhibit "G" attached hereto. Subsequent to forwarding the amendment, AIN advised that they would be "re-reviewing the COL amendments" and "getting back to you during the week of June 12." *See Id.* However, to date, AIN has failed to execute the amendment.

13. On or about May 2, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to Supra Telecommunications and Information Systems, Inc. ("Supra"). *See* Composite Exhibit "H" attached hereto. On or about May 30, 2006, Supra advised it would "require two weeks to complete our review, and address any issues which may arise from that review." *See id.* However, to date, Supra has failed to execute the amendment and has not raised any issues with BellSouth.

14. On or about May 1, 2006, BellSouth sent an amendment to implement the Commission's Second COL Order to Bullseye Telecom, Inc. ("Bullseye"). *See* Composite Exhibit "I" attached hereto. On or about June 2, 2006, BellSouth sent a follow-up letter to Bullseye asking Bullseye to execute the amendment. *See id.* However, to date, Bullseye has failed to execute the amendment and has not contacted BellSouth with regard to same.

15. In the First COL Order, the Commission held that "we direct interconnection agreements and amendments reflecting our decisions set forth herein shall be filed by March 10, 2006. Such agreements and amendments shall specify an effective date of March 11, 2006, subject to ultimate approval of the agreements by the Commission." *See* First COL

Order at 97. Likewise, the Commission held in the Second COL Order that "the amendments. . . that comply with the Commission's decisions in this docket shall be fully executed and submitted to the Commission for approval within 10 days of the Commission's order in this proceeding." These passages make it clear that the Commission intended for carriers to comply with the Orders expeditiously. While BellSouth has sought, without objection, brief extensions in the past, BellSouth has provided all of the CLECs with the relevant amendments incorporating the Orders or the Second COL Order since early May 2006. This is more than adequate time to review, negotiate, and execute the required amendments, and allowing these CLECs any additional time to comply with the Orders conflicts with the Commission's intentions.

16. Accordingly, based upon the foregoing, BellSouth requests that the Commission deem the amendments executed and approved.

WHEREFORE, for the foregoing reasons, BellSouth respectfully requests that this Commission enter an order deeming the amendments with the following CLECs executed and approved: DPI-Teleconnect, LLC, Access Integrated Networks, Inc., Awesome Communications, Inc., Bullseye Telecom, Inc., KingTel, Inc., Level 3 Communications, LLC, Supra Telecommunications and Information Systems, Inc., TelWest Communications, LLC, and WilTel Local Network f/k/a Williams Local Network, LLC. in compliance with the Commission's Order in the instant docket.

Respectfully submitted, this 13th day of June, 2006.

BELLSOUTH TELECOMMUNICATIONS, INC.

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June 12, 2006

DELIVERED BY HAND

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, Georgia 30334-5701

Re: *AT&T Inc. and BellSouth Corp., Together With Its Certificated Georgia Subsidiaries;* Docket No. 22682-U

Dear Mr. McAlister:

Enclosed please find an original and fifteen (15) copies of the Joint Reply in Opposition to the CLECs' Response to AT&T Inc.'s and BellSouth Corp.'s Notice of Merger and Request for Issuance of Procedural and Scheduling Order, as well as an electronic version, for filing in the above-referenced docket. Also enclosed is one (1) extra copy to be stamped "filed" and returned for our records.

Thank you for your assistance in this regard.

Yours very truly,

Meredith E. Mays/nvd
Meredith E. Mays

MEM:nvd
Enclosures

cc: Commissioner Stancil O. Wise (via hand delivery)
Commissioner David L. Burgess (via hand delivery)
Commissioner Robert B. Baker Jr. (via hand delivery)
Commissioner H. Doug Everett (via hand delivery)
Commissioner Angela E. Speir (via hand delivery)
Mr. Leon Bowles (via hand delivery)
Ms. Lillian Johnson (via hand delivery)
Mr. Mike Russell (via hand delivery)
Parties of Record (via electronic mail)

637469/637468

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

AT&T INC.	)	Docket No. 22682-U
	)	
and	)	
	)	
BELLSOUTH CORP.,	)	
TOGETHER WITH ITS CERTIFICATED	)	
GEORGIA SUBSIDIARIES	)	
	)	

JOINT REPLY IN OPPOSITION TO THE CLECS' RESPONSE TO AT&T INC.'S AND BELLSOUTH CORP.'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER

AT&T Inc. ("AT&T"), BellSouth Corp. ("BellSouth"), and BellSouth Corp.'s certificated Georgia subsidiaries respectfully submit this Joint Reply in opposition to the request by six CLECs (collectively, "the CLECs")[1] that the Commission adopt a procedural schedule and hold a live adversarial hearing in this matter.

The CLECs' eleventh-hour request is a transparent and legally meritless attempt to delay this proceeding and to attempt to extract concessions that are wholly unrelated to either the merger or the public interest. This merger was publicly announced on March 5, 2006 – more than three months ago. The Notice of Merger was filed with this Commission more than two months ago, and the CLECs sought to intervene in this case soon thereafter – as early as April 6, 2006.[2] During the intervening months, the CLECs took *no* action to obtain a procedural schedule from this Commission even though they were participating actively in proceedings in

[1] On June 9, 2006, XO Communications Services, Inc. submitted a letter in support of the June 7, 2006 filing. This response applies to that letter as well.

[2] The Commission has not even granted these CLECs intervention; thus, their request is both procedurally deficient and substantively flawed, as explained herein.

other BellSouth states – proceedings that are now moving rapidly toward completion. Indeed, the North Carolina proceeding is *already* complete; and the North Carolina Utilities Commission ("NCUC") granted the relevant approvals without any conditions.[3]

The Commission should reject the CLECs' untimely request for multiple reasons. First, under clear Commission precedent that the CLECs cannot distinguish, this Commission lacks authority to review holding-company transactions like this one between AT&T and BellSouth. The undisputed facts are that this transaction does not affect the capital structure of the certificated Georgia entities and does not require those entities to encumber their assets. Those points are dispositive under this Commission's precedents, and the arguments on which the CLECs rely are utterly irrelevant under the Commission's established test.

Second, even assuming *arguendo* that the Commission had authority here, the Commission can and should approve the merger without conducting a live adversarial hearing – just as it has in many prior dockets when considering mergers between telecommunications companies. That is appropriate not only because of the CLECs' unreasonable delay in seeking a hearing, but also because there is no plausible claim that the merger would be contrary to the public interest in Georgia. The CLECs do not (and indeed cannot) dispute that the merger will be seamless for consumers in Georgia, or that it will have no effect on either this Commission's existing jurisdiction or BellSouth Telecommunications, Inc.'s wholesale obligations. Likewise, they do not contest that AT&T has the financial and technical capability to operate a telecommunications network. Rather, as demonstrated in their Appendix A, the CLECs are

[3] *See* Order Approving Transfer of Control, *In re Application of AT&T, Inc. and BellSouth Corporation for Indirect Change of Control*, Docket No. P-55, Sub 1630 (N.C.U.C. May 18, 2006). As discussed below, many other states, including Delaware, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Utah, Vermont, and Wyoming, have also approved this merger already, all without any conditions whatsoever.

trying to use this merger to obtain *private* benefits that have no relation to the public interest or to this merger, that have been addressed elsewhere, and that can be reviewed again as necessary, in other dockets opened by this Commission. There is no need for a hearing to consider such extraneous and irrelevant requests that can be fully considered elsewhere.

I. THE COMMISSION'S ESTABLISHED PRECEDENT MAKES PLAIN THAT THIS MATTER IS OUTSIDE THE COMMISSION'S JURISDICTION.

This Commission has a well-established interpretation of its authority under O.C.G.A. § 46-5-41, the statutory provision upon which the CLECs rely here. *See* CLEC Request at 7. As the Commission has explained, its authority under that statutory provision is implicated only when (1) a regulated subsidiary's capital structure is changed or (2) a regulated subsidiary pledges or otherwise encumbers its assets. The Commission so held just last year in its order ending its review of the merger of SBC Communications Inc. ("SBC") and AT&T Corp.:

> Since the merger/acquisition will not change the capital structure or require the issuance of any new debt by any of the Georgia regulated companies, the Commission's approval of the merger/acquisition is not required. *Commission approval would be required only if a regulated subsidiary's capital structure is changed or if any such regulated subsidiary pledges or otherwise encumbers its assets.* Further, no certificates will need to be transferred or amended . . . .[4]

That recent decision is consistent with prior determinations of the Commission. *See* Letter Order at 1, *In re: Consideration of the Plan Merger of MCI, Inc. by Verizon Communications, Inc.*, Docket No. 20322-U (Ga. P.S.C. Apr. 8, 2005) (same); Letter Regarding Merger at 1, *In re Merger of Teleport Communications Group, Inc. into AT&T Corp.*, Docket No. 8702-U (Ga. P.S.C. Mar. 19, 1998) (same); *see also* Notice of Filing, *In re Merger of AT&T Corp. and Media One Group Inc.*, Docket No. 11102-U (Ga. P.S.C. Aug. 6, 1999). It is also

[4] Letter Order, *In re Consideration of the Plan of Merger of AT&T Corp. by SBC Communications Inc.*, Docket No. 6290-U (Ga. P.S.C. Apr. 8, 2005) (Speir, A., Chairman) at 1 (emphasis added).

consistent with the Commission Staff's long-held conclusion that "Commission approval is required *for any evidences of debt over 12 months or when a regulated subsidiary's capital structure changes or it pledges or otherwise encumbers its regulated assets.*"[5]

This proposed merger does not fall within any of the categories that trigger Commission authority. As explained in the March 31, 2006 Notice of Merger, this is a holding-company transaction whereby AT&T will purchase all of the issued and outstanding shares of BellSouth, and BellSouth will become a wholly owned, first-tier subsidiary of AT&T. *See* Notice of Merger ¶ 15. There will be no issuance of debt to fund this transaction and, therefore, the merger neither changes the capital structure of any regulated subsidiary in Georgia nor results in any regulated subsidiary pledging or otherwise encumbering its assets in Georgia. *See id.* ¶¶ 15-16. Accordingly, just like the SBC/AT&T Corp. merger, this Commission's jurisdiction is not implicated.

The CLECs do not attempt to challenge – and, thus, effectively concede – these dispositive points. Instead, they claim that this case is different because it involves an ILEC, not companies that allegedly have a "more peripheral presence in Georgia" and that were "exiting the residential market in Georgia." CLEC Request at 3.

These distinctions have absolutely nothing to do with the legal test here. The relevant precedent has no "greater than peripheral presence in Georgia" exception. Whether or not a company is an ILEC or is competing only in the business market is irrelevant to whether a merger changes a certificated entity's capital structure or encumbers its assets. Under this Commission's decisions, which are precedent upon which all regulated companies are entitled to

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[5] Telecommunications Staff, Utility Division, Memorandum Regarding Requirements and Timeline for Approval of Applications for Financing Authority at 1 (Ga. P.S.C. May 20, 1998) (emphasis added), *available at* http://www.psc.state.ga.us/telecom/financememo.pdf.

rely,[6] only the latter factors are pertinent. The CLECs cannot and do not cite a single case to the contrary, as no such contrary precedent exists.

Because the CLECs' request for a schedule is inconsistent with binding precedent, it should be rejected.

II. EVEN IF, CONTRARY TO LAW AND PRECEDENT, JURISDICTION EXISTED, A HEARING WOULD BE UNNECESSARY AND INAPPROPRIATE

A. The Commission Need Not Hold a Live Adversarial Hearing

Even if the Commission were to decide that, contrary to its consistent prior decisions, approval were required in this instance, the Commission can and should approve this merger without holding a hearing of the type the CLECs request. Indeed, such a result not only accords with the relevant statute and rules, but also with the Commission's consistent practice in many cases, including those that involve the same CLECs that are now opportunistically requesting a hearing. In those cases, the Commission resolved analogous matters without the procedures the CLECs request here.[7]

As an initial matter, the only relevant Commission rule cited by the CLEC coalition, Rule 515-6-1-.16, makes *no* mention of a requirement of a live adversarial hearing. Nor has the

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[6] *See, e.g., McHenry v. Bond*, 668 F.2d 1185, 1192 (11th Cir. 1982) (noting that, "[a]n agency must either conform to its prior norms and decisions or explain the reason for its departure from such precedent," and explaining that agencies' standards and policies are "used to predict future agency action in much the same way that the doctrine of *stare decisis* is used in the courts") (internal quotation marks omitted); *Charter Medical-Fayette County, Inc. v. Health Planning Agency, Inc.*, 181 Ga. App. 184, 184, 351 S.E.2d 547, 548 (Ga. App. 1986) ("the decision of the Review Board recognizes the necessity of following administrative precedent").

[7] Indeed, should the Commission elect to include this item on an Administrative Session agenda (it need not do so – as is abundantly clear from a review of Docket No. 8966-U, in a transaction involving AT&T and Comcast, no approval was issued), the CLECs would have prior notice of not only the agenda (which is publicly available in advance of the Administrative Session), but also an opportunity to address the Commission at its Telecommunications Committee Meeting before the Commission voted on this issue.

Commission interpreted the relevant statutory section, O.C.G.A. § 46-5-41, to mandate a live adversarial hearing, as opposed to resolution at an administrative session.[8]

Indeed, over and over again, the Commission, where it has jurisdiction, has exercised its discretion to authorize transfers of certificates without a live hearing of the sort the CLECs request. In a very recent decision concerning the transfer of control under both O.C.G.A. § 46-5-41 and § 46-2-28 (and involving an ILEC), the Commission approved the transaction *without the kind of adversarial hearing the CLECs request here.* *See* Letter Order, *In re Application for Approval of the Transfer of Control of Alltel and Request for Approval of Financing Authority*, Docket No. 22267-U, 2006 Ga. PUC LEXIS 28 (Apr. 18, 2006) (Wise, S., Chairman). Indeed, the Commission followed that course even though that transaction, unlike this holding-company merger, was a complex one that involved billions of dollars in debt financing. *See id.* at *2-*4. Beyond that, many of the CLECs that request a hearing here have themselves received authority for transfers that also involved debt financing and capital structure changes without the kind of live adversarial hearing the CLECs now seek. *See* Letter Order, *In re Petition for Authority to Provide Security in Connection with Financing*, Docket No. 19921-U (Ga. P.S.C. Nov. 8, 2005) (NuVox) (Speir, A., Chairman); Letter Order, *In re Consolidated Petition for Financing Approval and For Authority To Do All Things Required in Relation Thereto*, Docket No. 12978-U (Ga. P.S.C. Mar. 2, 2005) (Time Warner Telecom) (Speir, A., Chairman); Letter Order, *In re Joint Application for Approval of Acquisition*, Docket No. 6937-U (Ga. P.S.C. Oct. 8, 2004) (ITC^DeltaCom Communications, Inc.) (Everett, D., Chairman); Letter Order, *In re Application*

[8] Also, if the Commission were acting pursuant to O.C.G.A. § 46-2-28, the Commission either must set a time or place for a hearing thereon, or act within 60 days. *See* Commission Rules 515-4-1-.01, .13. As the Commission has not set a hearing to date, the response of the CLEC coalition would unquestionably be untimely in violation of Commission Rule 515-4-1-.01(2) as being outside the 60-day window for applications without a hearing.

for Approval of the Transfer of Control of XO Communications, Inc., Docket No. 8169-U (Ga. P.S.C. Dec. 11, 2002) (Burgess, D., Chairman); Letter Order, *In re Application for Approval of Proposed Company Asset Transfer of Edge Connection, Inc. to NuVox Communications, Inc.*, Docket No. 8793-U (Ga. P.S.C. Mar. 14, 2002) (Burgess, D., Chairman); Letter Order, *In re Petition for Approval To Enter into Financing Transactions filed along with Trade Secret Information*, Docket No. 12333-U (Ga. P.S.C. June 20, 2001) (Cbeyond Communications, LLC) (Wise, S., Chairman).[9]

B. There Is No Reason To Hold an Adversarial Hearing in this Case

There are particularly strong reasons not to grant the CLECs' request for a live adversarial hearing in this case.

First, the CLECs have engaged in unjustifiable delay in raising their request for a live adversarial hearing. This merger was publicly announced on March 5, 2006. AT&T and BellSouth filed their Notice of Merger on March 31, 2006. Thus, the CLECs have known about this merger for more than three months, and have known about this proceeding for more than two months. Indeed, they began filing intervention motions in this case as early as April 6, 2006. Moreover, during the period between March 31 and today, many of these same parties have participated actively – filing testimony and comments, propounding data requests, and presenting and examining witnesses at a hearing – in proceedings in Kentucky, Tennessee, North Carolina,

[9] There are also a number of addition cases that do not involve these particular CLECs, but in which this Commission has granted authority for transfers that involved financing changes without live hearings. *See* Letter Order, *Notice of Proposed Transfer of Control of AmericatelCorp. To Platinum Equity,* Docket No. 8557-U (Ga. PSC May 23, 2005) (Wise, S., Chairman); Order, *In re: Joint Application of Southern Digital Network, Inc. d/b/a FDN and Mpower Communications Corp. for Grant of Authority to Transfer Assets and Customers,* Docket No. 16443-U (Ga. P.S.C. Mar. 14, 2003) (FDN) (Baker, R., Chairman); *and* Order, *In re: Petition for Approval to Complete Transfer of Control*, Docket No. 19876-U (Supra) (Speir, A., Chairman). Most recently, this Commission approved the transfer of control from TelCove to Level 3. *See* Docket No. 22916-U; approved at the June 6, 2006 Administrative Session.

Louisiana, and/or Mississippi, regarding this same merger. However, throughout the entire period in which the proceedings in these other states have progressed rapidly – and, in the case of North Carolina, have already been *completed* – these CLECs did not take *any* action in Georgia to attempt to obtain a hearing, although they could easily have done so.[10]

The CLECs nevertheless claim that their proposed schedule is "in keeping with the schedules set out by the other state regulatory commissions" citing Kentucky, Mississippi, and Tennessee. CLEC Request at 8. Nothing could be further from the truth based upon the procedural schedules established by the commissions in these states. Kentucky already held its hearing on June 7, 2006 and will issue a decision on or before July 31, 2006. Mississippi is holding a hearing on June 27, 2006; and, based upon past precedent, is likely to issue an order between two to three weeks thereafter by July 18, 2006. Tennessee is holding a hearing, if necessary, during the week of June 26, 2006, with a final decision being made on July 10, 2006. Thus, in each of these states, the commissions will have made a decision *before* this Commission would hold the hearing under the CLECs' proposal, let alone make a final decision. In addition, in the twelve other states outside the BellSouth region requiring merger review and approval, nine have already approved the merger *without* conditions (except that some require the Joint Applicants to simply notify them when the merger closes). Accordingly, contrary to the CLECs' claim, their proposal will not "allow for an expeditious decision by the Commission," but will only build further delay into this proceeding. *See id.*

The CLECs' request for a hearing at this very late date can be understood only as an attempt to obtain an improper advantage by prolonging this Commission's review of this simple

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[10] Indeed, all of these CLECs have submitted comments to the FCC no later than June 5, 2006.

holding-company transaction, to the detriment of AT&T and BellSouth. The CLECs apparently believe that, by threatening AT&T and BellSouth with such a delay, they may be able to extract concessions as to items that have no legitimate relation to this merger. *See* CLEC Request, App. A (listing such items). The Commission should not assist these parties in their attempt to drag out these proceedings to serve their own private agendas.

Second, even if the CLECs had acted promptly, they have not raised any substantial issue that would warrant a hearing. Assuming *arguendo* that the Commission has jurisdiction here, it is well-settled under Georgia law that "public utilities have the right to enter into contracts between themselves, or with others, free from control or supervision of the State, so long as such contracts are not unconscionable or oppressive and do not impair the obligation of the utility to discharge its public duties." *Georgia Power Co. v. Georgia Pub. Serv. Comm'n*, 211 Ga. 223, 228, 85 S.E.2d 14, 18 (Ga. 1954). The CLECs' filing provides no conceivable basis to conclude that these standards are violated here or, even more broadly, that the merger violates the public interest.

The CLECs do not even attempt to show that the Merger Agreement[11] is "unconscionable or oppressive," and further, they have made no attempt to show that the merger will "impair the obligation" of BellSouth Telecommunications, Inc., which is BellSouth Corp.'s ILEC operating subsidiary in Georgia, to "discharge its public duties." Nor could they do so. As the Notice of Merger explains, after the merger, BellSouth Telecommunications, Inc. will continue to operate as it does today. The merger will have no effect on BellSouth Telecommunications, Inc.'s rates, terms, and conditions of service, and there will be no transfer of assets or certificates and no changes in existing tariffs. *See* Notice of Merger ¶ 21. Likewise, the merger will not in any way

[11] The Merger Agreement is Exhibit B attached to the Notice of Merger.

impair or compromise the authority of this Commission over BellSouth Telecommunications, Inc. or any other operating subsidiary of BellSouth or AT&T. *See id.* ¶ 22. The CLECs similarly do not and cannot claim that the merger will affect BellSouth Telecommunications, Inc.'s wholesale obligations under existing interconnection agreements and the rules and orders of this Commission.

Indeed, far from establishing that the merger is contrary to any relevant *public* interest, it is self-evident that the CLECs are simply trying to assert their own *private* interest in matters wholly unrelated to the merger. For instance, the CLECs suggest that, at the hearing they request, this Commission should revisit UNE prices and establish a new rate plan. *See* CLEC Request, App. A. They seek a hearing on this rate issue even though, after extensive proceedings that were completed earlier this year, the Commission established new UNE rates in Docket No. 14361-U, and none of these parties (or any other CLEC) has contended that the rates established by this Commission in that docket are unlawful. There is no reason to turn this *merger* docket into a forum for revisiting the TELRIC rates that the Commission has only recently established in a different docket, and that no CLEC argues are contrary to governing law.

Similarly, the CLECs ask this Commission to eliminate EELs audits, *see id.*, even though the Commission has already determined (in its June 30, 2004 order in Docket No. 12778-U) that, under its interconnection agreement with one of these same CLECs (NuVox), BellSouth Telecommunications, Inc. was entitled to audit certain facilities leased as UNEs and has subsequently issued further orders relating to that audit. Again, there is no reason to have a hearing on such an extraneous issue that has already been thoroughly vetted in another docket.

Likewise, the CLECs ask this Commission to alter its existing performance penalty plan. *See* CLEC Request, App. A. The Commission already has a docket (No. 7892-U) to address

such issues, and just last year granted a modification to the performance plan that was requested by ITC^DeltaCom (a part of the "CLEC Coalition" here), among other parties. Because BellSouth Telecommunications, Inc's operations and its wholesale obligations will remain the same after this merger, there is no reason to believe that the merger will require a revision to the current plan. In any event, if at any time the CLECs believe there is cause to revise these measures or the penalty plan, they can request that the Commission take action in the existing docket dedicated to that issue.

Moreover, to the extent the CLECs fleetingly assert that the merger will result in increased "concentration" of special access facilities, they do not demonstrate that, after the merger, they will lack competitive choices from other providers. *See* CLEC Request at 4. Nor do they explain why this Commission, and not the Federal Communications Commission ("FCC") and the Department of Justice, should review issues involving facilities used to provide special-access services, which are overwhelmingly interstate in nature. *See* Federal Communications Commission, *Telecommunications Industry Revenue 2004* at Tables 5 & 6 (Mar. 2006). In fact, in the SBC/AT&T Corp. merger, those federal agencies carefully reviewed any effects on special access. *See* Memorandum Opinion and Order, *SBC Communications Inc. and AT&T Corp., Applications for Approval of Transfer of Control*, 20 FCC Rcd 18290, ¶¶ 31-56 (2005) (discussing these issues in depth and finding that Consent Decree entered with the Department of Justice "adequately remed[ies]" any competitive concerns). There is no doubt that these federal agencies will again review issues relating to these facilities, and thus this issue provides no reason for a hearing.

Third, and finally, a hearing will not assist this Commission in developing its position on this transaction for filings at the FCC. The Commission already filed comments at the FCC on

June 5, 2006, and can file reply comments with the FCC on June 20, 2006. The FCC comment cycle will thus be complete before any filings are made under the schedule proposed by the CLECs.

CONCLUSION

The Commission should deny the CLECs' request for a procedural schedule. In the alternative, there is no need for an adversarial hearing regarding the merger because all requisite statutory standards have been satisfied.

Respectfully submitted, this 12th day of June 2006.

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BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

AT&T INC.	)	
	)	
and	)	
	)	Docket No. 22682-U
BELLSOUTH CORP.,	)	
TOGETHER WITH ITS CERTIFICATED	)	
GEORGIA SUBSIDIARIES	)	
	)	

RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER

COME NOW Cbeyond Communications, LLC, DeltaCom, Inc., NuVox Communications, Inc., Time Warner Telecom of Georgia, L.P., US LEC of Georgia Inc., and Xspedius Communications LLC ("the CLEC Coalition"),[1] and file their Response to AT&T Inc.'s ("AT&T") and BellSouth Corp.'s ("BellSouth") Notice of Merger and Request for Issuance of Procedural and Scheduling Order as follows:

I. INTRODUCTION

AT&T and BellSouth filed a letter on March 31, 2006 notifying the Commission of a transaction "whereby AT&T will purchase all of the issued and outstanding shares of BellSouth, and BellSouth will become a first-tier subsidiary of AT&T." Notice, ¶ 2. According to their filing, AT&T, Inc. and BellSouth contend that they do not need Commission approval to complete their proposed merger. AT&T and BellSouth's contention is wrong. As explained below, O.C.G.A. § 46-5-41 requires the Commission to review and approve or disapprove the transaction in which a giant, out-of-state telecom conglomerate is seizing total control of

[1] Although the CLEC Coalition is filing this particular pleading as a group, they reserve the right to file separate pleadings in this docket in the future.

Georgia's major incumbent local exchange carrier ("ILEC"). If approved, this telecommunications merger – the largest one in the history of Georgia – will have catastrophic and far-reaching consequences for telecommunications competition in Georgia. Therefore, the CLEC Coalition urges the Commission to disapprove the merger in its entirety.

Should the Commission decide to approve the transaction, it should impose conditions that will preserve the benefits of competition that the citizens of Georgia have enjoyed over the last ten years. The Commission's efforts have made it possible for competition to grow and flourish, and conditions are required so that those efforts were not in vain.

II. DISCUSSION

A. THE PROPOSED AT&T TAKEOVER OF BELLSOUTH IS UNLIKE ANY TELECOMMUICATIONS MERGER THE COMMISSION HAS EVER EXAMINED

AT&T and BellSouth's erroneous contention that notice – not approval – is all that is required appears to be based entirely on the argument that their proposed merger is identical to the SBC-AT&T and Verizon-MCI transactions last year. Therefore, AT&T and BellSouth reason that their merger should be treated identically, i.e., the Commission should immediately issue a letter order approving the transaction.[2]

[2] It is important to note in this context that the letter orders issued by the Commission regarding the SBC-AT&T and Verizon-MCI transactions do not in any way represent precedent that is somehow binding on the Commission.

This merger, however, is dramatically different from the major telecom mergers of last year:

- None of the companies involved in last year's mergers were BellSouth, the major ILEC in the state;
- The smaller companies that SBC and Verizon consumed last year were in the process of exiting the residential market, a step BellSouth has never even contemplated; and

- If the Commission allows it, this merger eliminates AT&T as an alternative wholesale provider in the region and dangerously concentrates the wholesale market for telecommunications services.

Unlike the proposed AT&T-BellSouth merger, the major telecommunications transactions completed last year did not involve the complete surrender of control by the state's major ILEC, which is itself the Commission-certificated entity. Instead, in the SBC-AT&T and Verizon-MCI transactions, the only involvement of the ILECs was that their merging holding companies owned Regional Bell Operating Companies, neither of which competed in Georgia or the region.

Not only were the previous mergers between companies with a more peripheral presence in Georgia, but they also involved CLECs who were on life-support as far as the residential market goes. In the SBC-AT&T and Verizon-MCI transactions, the Georgia-certificated subsidiaries of AT&T and MCI were in the process of exiting the residential market in Georgia and elsewhere. By 2005 AT&T had "ceased to actively market traditional residential and small-business voice services."[1] MCI had publicly announced that its "local and long distance consumer business is experiencing irreversible decline." Thus those companies contended that the public interest in approving those mergers was in a stable transition of the declining customer base of the consumer business of the companies to be acquired.

The situation confronting the Commission in those merger proceedings is a far cry from the present proposed merger transaction. The merger of AT&T and BellSouth does not involve the takeover of the struggling consumer business of CLECs but that of the largest ILEC – by far – in the State of Georgia. The principal benefits here are not in saving a company or transitioning its customer base but are, in the order recited by AT&T and BellSouth: (1) the unification of two robust companies' ownership of a major wireless company, Cingular; (2) the increased incentives to deploy video services; and (3) the enhanced ability of the merged entity to attract government customers. None of those purported "benefits" clearly and positively affects the ability of either company or its subsidiaries to continue to serve consumers or business customers with services, particularly with respect to services regulated by the Commission.

The proposed merger will also dangerously concentrate network strength in a single, monopolistic entity. In the immediate aftermath of the SBC-AT&T and Verizon-MCI transactions, completion of this merger will mean that carriers comprising the CLEC Coalition face an even greater concentration of (and possible foreclosure of) access to wholesale facilities, including access to private line and special access services. Given these considerations, it is clear the proposed merger is unique in Georgia telecommunications history and thus requires close scrutiny by the Commission.

AT&T and BellSouth have indicated that the goal of their filing is to inform the Commission of the nature of this merger and the effects that it will have on the public interest. In order to learn all the facts about this merger, however, the Commission cannot rely on the merging companies alone. Instead, the Commission should conduct a wide-ranging inquiry that takes into account information developed by the Commission itself as well as the opinions of the

merging companies, competitors and – most importantly – the Commission's constituents: the citizens of Georgia.

Accordingly, the CLEC Coalition requests that the Commission set a procedural and scheduling order so that the complete impact of AT&T's takeover of BellSouth can be fully evaluated before the Commission determines whether to approve or disapprove the takeover. If the Commission determines to approve the merger, the CLEC Coalition requests that the Commission impose the conditions described in Appendix A.

B. THE COMMISSION IS REQUIRED TO APPROVE OR DISAPPROVE AT&T'S PROPOSED TAKEOVER OF BELLSOUTH

Contrary to AT&T's and BellSouth's claim, this Commission clearly must approve or disapprove a transaction such as that proposed. Georgia law expressly requires prior Commission approval for the direct or indirect acquisition, or transfer of control, of a regulated telephone utility. Specifically, O.C.G.A. § 46-5-41 provides that:

> [N]o person shall construct or operate any telephone line, plant, or system or any extension thereof or **acquire ownership or control thereof,** either directly or **indirectly,** without first obtaining from the Public Service Commission a certificate that the present or future public convenience and necessity require or will require such construction, operation, or acquisition.

(Emphasis added).

In addition, Commission Rule 515-6-1-.16(c) reiterates the approval requirement applicable to transfer of control transactions, although in even broader fashion, stating that: "[a] certificate must be secured from the Commission for ... [t]he acquisition of ownership or control **either directly or indirectly** of any telephone line, plant or system, **irrespective of whether or not the system in question has theretofore been certificated to another person.**" (Emphasis added).

AT&T will be indirectly acquiring ownership or control of the certificated subsidiaries of BellSouth. Therefore, the statute applies, and the Commission is (1) legislatively directed to review the merger transaction and (2) directed by its own rules to determine under what conditions continued regulated service should be provided.

C. THE COMMISSION MUST DETERMINE WHETHER THE PROPOSED TRANSACTION IS IN THE PUBLIC INTEREST AND WHETHER THE PUBLIC INTEREST REQUIRES THE IMPOSITION OF CONDITIONS IN ORDER FOR APPROVAL TO BE GIVEN

The test to be applied by the Commission in its review is whether the proposed transaction satisfies the public interest, i.e., whether "the present or future public convenience and necessity require or will require such ... acquisition." O.C.G.A. § 46-5-41. The scope of the Commission's review is broad, and includes the power to require AT&T and BellSouth "to establish and maintain services and facilities as may be reasonable and just." O.C.G.A. § 46-2-20 (c). See O.C.G.A. § 46-2-23. For example, if the merger were to be approved, the Commission would have the authority to reexamine its recent detariffing of BellSouth's retail services, as part of its jurisdiction to determine the just and reasonable rates and conditions for providing service, given the change of conditions occasioned by the merger. O.C.G.A. § 46-2-23 (e).

Consistent with such authority, the Telecommunications and Competition Development Act of 1995, O.C.G.A. § 46-5-160 *et seq.* ("the 1995 Act"), also clothes the Commission with jurisdiction to modify or impose conditions on AT&T's and BellSouth's certificates of authority. O.C.G.A. § 46-5-168(b)(2). The intent of the 1995 Act is to protect consumers "during the transition to a competitive telecommunications market," O.C.G.A. § 46-5-161(b)(2), and to encourage investment in Georgia's telecommunications infrastructure, as well as to encourage the introduction of innovative products and services, O.C.G.A. § 46-5-161(b)(4). Therefore, the

Commission should impose conditions, including those requested here by the CLECs, on the certificates held by AT&T and BellSouth if the merger is approved.

Other state commissions are reviewing the proposed merger transaction. For example, notwithstanding that the relevant Tennessee statutes, Tenn. Code Ann. §§ 65-4-112 and 65-4-113, are less explicit than O.C.G.A. § 46-5-41 with regard to establishing state commission jurisdiction, the Tennessee Regulatory Authority ("TRA") intends to hold an evidentiary hearing, prior to which the parties will file testimony. The Kentucky Public Service Commission also has scheduled the filing of testimony and a public hearing, with post-hearing briefing as has the Mississippi Commission. This Commission should likewise formally review the proposed transaction, as proposed below.

III. PROPOSED SCHEDULE

So that the Commission may make informed decisions on the approval or disapproval of the proposed transaction and the imposition of conditions on the AT&T and BellSouth certificates, the CLEC Coalition requests that the Commission issue a Procedural and Scheduling Order setting dates for the filing of testimony and a hearing before the Commission. The CLEC Coalition suggests the following schedule:

> June 30: All parties file direct testimony on the issues identified in Appendix A
>
> July 21: All parties file rebuttal testimony
>
> August 2-4: Hearings

This schedule is in keeping with the schedules set out by the other state regulatory commissions as discussed above and will allow for an expeditious decision by the Commission.

IV. ISSUES TO BE EXAMINED

In order to assess the impact on the public interest, including the impact on competition, the Commission should examine the issues set forth in Appendix A. The Commission may then make an informed determination as to whether the merger should be approved, and if so, what conditions should be imposed.

V. CONCLUSION

BellSouth proposes to leverage its market power with the enterprise customer base, long haul backbone and other assets of AT&T. That transaction will have an enormous impact on the state of Georgia, the business and residential customers of BellSouth, and the competitors and carrier customers of BellSouth. Given the unprecedented nature of the proposed merger transaction and the clear directives of Georgia law, the Commission should direct the parties to comply with the schedule herein proposed and, should the merger transaction be approved, impose the conditions recommended.

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APPENDIX A

MITIGATING CONDITIONS FOR AT&T/BELLSOUTH MERGER - GEORGIA

1. UNE Price Stability

   a. The Commission should assure rate stability by adopting a Price Cap Plan for UNEs. BellSouth has long advocated the superiority of price-caps to cost-studies, and the Commission can maintain the necessary nexus to BellSouth's underlying cost by adopting a price cap plan applying the federal access framework of GDPI-5.3% productivity

2. Eliminate Administrative Harassment Through EELs Auditing

   a. BellSouth to terminate (and never initiate another) EELs audit based on Safe Harbor Provisions. These were implemented to protect BellSouth from AT&T and it makes no sense to use a provision intended to protect BellSouth from its parent-to-be as an administrative mechanism to harass its smaller competitors.

3. Strengthen Performance/Penalty Plans by:

   a. Requiring BellSouth to keep reports available for one year and requiring BellSouth to conduct an audit every third year, with the auditor selected by the Commission;

   b. Increase penalties in proportion to combined AT&T/BellSouth revenue increase; and

   c. Requiring that the performance/penalty system currently offered to Time Warner Telecom for special facilities be made generally available as an interconnection amendment that BellSouth could not withdraw without PSC approval.

4. State Enforcement of Federal Conditions

   a. BellSouth should be required to agree that the GPSC can enforce its compliance with any conditions adopted by FCC.

5. Fresh Look

   a. BellSouth/AT&T should provide a fresh look window on all contracts signed by customers of SBC/AT&T for carrier and enterprise customers so customers can switch to another carrier without any early termination liability or penalties for not making a volume and/or revenue commitment. Carriers were forced into special access contracts because the 271 option was not available; while customers should be given a one-time opportunity to avoid the consolidated incumbent.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

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This 7th day of June, 2006.

Anne W. Lewis

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June 9, 2006

VIA HAND DELIVERY

Reece McAllister, Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334

Re: AT&T INC. and BELLSOUTH CORP.,TOGETHER WITH ITS CERTIFICATED GEORGIA SUBSIDIARIES
Docket 22682-U

Dear Mr. McAllister:

I am enclosing the original and 16 copies of the following for filing:

1. Momentum's Petition to Intervene; and

2. Momentum's Adoption of CLEC Coalition Filing.

I am also enclosing a disk containing an electronic copy of each in Word format.

I would appreciate your filing the original and 15 copies of each and returning one copy of each marked "filed" to the courier.

As always, thank you for your assistance.

Sincerely,

Strickland Brockington Lewis LLP

Anne W. Lewis

Enclosures
cc (w/enclosure): All Parties
Mr. Leon Bowles
Mr. Patrick Reinhardt
Mr. Shaun Rosemond

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	§	
	§	
NOTICE OF MERGER OF	§	
AT&T, INC. AND BELLSOUTH	§	DOCKET NO. 22682-U
CORPORATION TOGETHER	§	
WITH ITS CERTIFICATED	§	
GEORGIA SUBSIDIARIES	§	

PETITION TO INTERVENE OF
MOMENTUM BUSINESS SOLUTIONS, INC.

COMES NOW Momentum Business Solutions, Inc. ("Momentum") and, pursuant to O.C.G.A. § 46-2-59 and Section 515-2-1-.06 of the Rules of the Georgia Public Service Commission ("the Commission"), hereby submits its moves to intervene and participate as a full party of record in the above-captioned docket. In support of this Petition, Momentum states as follows:

1.

The Commission has issued Momentum certificates of authority to provide local exchange services and interexchange services pursuant to certificate L-0276 and X-1039.

2.

Momentum provides telecommunications services to customers in the State of Georgia.

3.

To provide telecommunications service, Momentum has entered into interconnection agreements with BellSouth Telecommunications, Inc. ("BellSouth").

4.

Momentum, as a provider of local telecommunications services in the State of Georgia, has a substantial interest in and rights that would be affected by the Commission's decision in this matter. Those interests and rights include (1) Momentum's interconnection agreements with and procurement of interconnection services and related facilities from BellSouth, (2) assurance of continued traffic exchange, (3) access to interconnection and network elements at just and reasonable rates, terms and conditions, including special access, (4) adequate service quality metrics and performance incentives, and (5) other property interests.

5.

The Commission has jurisdiction regarding this matter, including, but not limited to jurisdiction over any entity or entities seeking to acquire ownership or control in a regulated entity; they must first seek and obtain appropriate Commission approval pursuant to O.C.G.A. § 46-5-41.

6.

The names and addresses of the attorneys representing Momentum in this proceeding who are authorized to accept service of filings on behalf of Momentum are:

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7.

Momentum requests intervention as a full party of record, including without limitation, the right to present testimony and exhibits and to cross-examine witnesses. Momentum's rights and interests in this matter will not adequately be represented by any other party and Momentum's participation herein will not unduly delay this proceeding.

WHEREFORE, Momentum respectfully requests that the Commission enter an order granting this Petition to Intervene and allowing Momentum to become a full party of record in the above-captioned docket.

Respectfully submitted this 9th day of June 2006.

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Attorney for Momentum Business Solutions, Inc.

VERIFICATION

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Personally appeared before the undersigned officer, duly authorized to administer oaths in the State and County aforesaid, Anne W. Lewis, who, after being duly sworn, deposes and states that she is the attorney for Momentum Business Solutions, Inc. and that the facts contained in the foregoing Petition to Intervene are true and correct to the best of her information and belief.

This 9th day of May, 2006.

_____
Anne W. Lewis

Sworn to and subscribed before me
this 9^{h} day of June, 2006.

_____
Notary Public

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing Petition to Intervene by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

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BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	§	
	§	
NOTICE OF MERGER OF	§	
AT&T, INC. AND BELLSOUTH	§	DOCKET NO. 22682-U
CORPORATION TOGETHER	§	
WITH ITS CERTIFICATED	§	
GEORGIA SUBSIDIARIES	§	

MOMENTUM BUSINESS SOLUTIONS, INC.'S ADOPTION OF CLEC COALITION'S RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER

COMES NOW Momentum Business Solutions, Inc. ("Momentum") and hereby joins in and adopts the CLEC Coalition's Response to AT&T's and BellSouth's Notice of Merger and Request for Scheduling Order.

Respectfully submitted this 9th day of June 2006.

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Attorney for Momentum Business Solutions, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing MOMENTUM BUSINESS SOLUTIONS, INC.'S ADOPTION OF CLEC COALITION'S RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

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RECEIVED
JUN 07 2006
EXECUTIVE SECRETARY
G.P.S.C.

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

AT&T INC.	)	
	)	
and	)	
	)	Docket No. 22682-U
BELLSOUTH CORP.,	)	
TOGETHER WITH ITS CERTIFICATED	)	
GEORGIA SUBSIDIARIES	)	
	)	

RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER

COME NOW Cbeyond Communications, LLC, DeltaCom, Inc., NuVox Communications, Inc., Time Warner Telecom of Georgia, L.P., US LEC of Georgia Inc., and Xspedius Communications LLC ("the CLEC Coalition"),[1] and file their Response to AT&T Inc.'s ("AT&T") and BellSouth Corp.'s ("BellSouth") Notice of Merger and Request for Issuance of Procedural and Scheduling Order as follows:

I. INTRODUCTION

AT&T and BellSouth filed a letter on March 31, 2006 notifying the Commission of a transaction "whereby AT&T will purchase all of the issued and outstanding shares of BellSouth, and BellSouth will become a first-tier subsidiary of AT&T." Notice, ¶ 2. According to their filing, AT&T, Inc. and BellSouth contend that they do not need Commission approval to complete their proposed merger. AT&T and BellSouth's contention is wrong. As explained below, O.C.G.A. § 46-5-41 requires the Commission to review and approve or disapprove the transaction in which a giant, out-of-state telecom conglomerate is seizing total control of

[1] Although the CLEC Coalition is filing this particular pleading as a group, they reserve the right to file separate pleadings in this docket in the future.

Georgia's major incumbent local exchange carrier ("ILEC"). If approved, this telecommunications merger – the largest one in the history of Georgia – will have catastrophic and far-reaching consequences for telecommunications competition in Georgia. Therefore, the CLEC Coalition urges the Commission to disapprove the merger in its entirety.

Should the Commission decide to approve the transaction, it should impose conditions that will preserve the benefits of competition that the citizens of Georgia have enjoyed over the last ten years. The Commission's efforts have made it possible for competition to grow and flourish, and conditions are required so that those efforts were not in vain.

II. DISCUSSION

A. THE PROPOSED AT&T TAKEOVER OF BELLSOUTH IS UNLIKE ANY TELECOMMUICATIONS MERGER THE COMMISSION HAS EVER EXAMINED

AT&T and BellSouth's erroneous contention that notice – not approval – is all that is required appears to be based entirely on the argument that their proposed merger is identical to the SBC-AT&T and Verizon-MCI transactions last year. Therefore, AT&T and BellSouth reason that their merger should be treated identically, i.e., the Commission should immediately issue a letter order approving the transaction.[2]

[2] It is important to note in this context that the letter orders issued by the Commission regarding the SBC-AT&T and Verizon-MCI transactions do not in any way represent precedent that is somehow binding on the Commission.

This merger, however, is dramatically different from the major telecom mergers of last year:

- None of the companies involved in last year's mergers were BellSouth, the major ILEC in the state;
- The smaller companies that SBC and Verizon consumed last year were in the process of exiting the residential market, a step BellSouth has never even contemplated; and

- If the Commission allows it, this merger eliminates AT&T as an alternative wholesale provider in the region and dangerously concentrates the wholesale market for telecommunications services.

Unlike the proposed AT&T-BellSouth merger, the major telecommunications transactions completed last year did not involve the complete surrender of control by the state's major ILEC, which is itself the Commission-certificated entity. Instead, in the SBC-AT&T and Verizon-MCI transactions, the only involvement of the ILECs was that their merging holding companies owned Regional Bell Operating Companies, neither of which competed in Georgia or the region.

Not only were the previous mergers between companies with a more peripheral presence in Georgia, but they also involved CLECs who were on life-support as far as the residential market goes. In the SBC-AT&T and Verizon-MCI transactions, the Georgia-certificated subsidiaries of AT&T and MCI were in the process of exiting the residential market in Georgia and elsewhere. By 2005 AT&T had "ceased to actively market traditional residential and small-business voice services."[1] MCI had publicly announced that its "local and long distance consumer business is experiencing irreversible decline." Thus those companies contended that the public interest in approving those mergers was in a stable transition of the declining customer base of the consumer business of the companies to be acquired.

The situation confronting the Commission in those merger proceedings is a far cry from the present proposed merger transaction. The merger of AT&T and BellSouth does not involve the takeover of the struggling consumer business of CLECs but that of the largest ILEC – by far – in the State of Georgia. The principal benefits here are not in saving a company or transitioning its customer base but are, in the order recited by AT&T and BellSouth: (1) the unification of two robust companies' ownership of a major wireless company, Cingular; (2) the increased incentives to deploy video services; and (3) the enhanced ability of the merged entity to attract government customers. None of those purported "benefits" clearly and positively affects the ability of either company or its subsidiaries to continue to serve consumers or business customers with services, particularly with respect to services regulated by the Commission.

The proposed merger will also dangerously concentrate network strength in a single, monopolistic entity. In the immediate aftermath of the SBC-AT&T and Verizon-MCI transactions, completion of this merger will mean that carriers comprising the CLEC Coalition face an even greater concentration of (and possible foreclosure of) access to wholesale facilities, including access to private line and special access services. Given these considerations, it is clear the proposed merger is unique in Georgia telecommunications history and thus requires close scrutiny by the Commission.

AT&T and BellSouth have indicated that the goal of their filing is to inform the Commission of the nature of this merger and the effects that it will have on the public interest. In order to learn all the facts about this merger, however, the Commission cannot rely on the merging companies alone. Instead, the Commission should conduct a wide-ranging inquiry that takes into account information developed by the Commission itself as well as the opinions of the

merging companies, competitors and – most importantly – the Commission's constituents: the citizens of Georgia.

Accordingly, the CLEC Coalition requests that the Commission set a procedural and scheduling order so that the complete impact of AT&T's takeover of BellSouth can be fully evaluated before the Commission determines whether to approve or disapprove the takeover. If the Commission determines to approve the merger, the CLEC Coalition requests that the Commission impose the conditions described in Appendix A.

B. THE COMMISSION IS REQUIRED TO APPROVE OR DISAPPROVE AT&T'S PROPOSED TAKEOVER OF BELLSOUTH

Contrary to AT&T's and BellSouth's claim, this Commission clearly must approve or disapprove a transaction such as that proposed. Georgia law expressly requires prior Commission approval for the direct or indirect acquisition, or transfer of control, of a regulated telephone utility. Specifically, O.C.G.A. § 46-5-41 provides that:

> [N]o person shall construct or operate any telephone line, plant, or system or any extension thereof or **acquire ownership or control thereof**, either directly or **indirectly**, without first obtaining from the Public Service Commission a certificate that the present or future public convenience and necessity require or will require such construction, operation, or acquisition.

(Emphasis added).

In addition, Commission Rule 515-6-1-.16(c) reiterates the approval requirement applicable to transfer of control transactions, although in even broader fashion, stating that: "[a] certificate must be secured from the Commission for ... [t]he acquisition of ownership or control **either directly or indirectly** of any telephone line, plant or system, **irrespective of whether or not the system in question has theretofore been certificated to another person.**" (Emphasis added).

AT&T will be indirectly acquiring ownership or control of the certificated subsidiaries of BellSouth. Therefore, the statute applies, and the Commission is (1) legislatively directed to review the merger transaction and (2) directed by its own rules to determine under what conditions continued regulated service should be provided.

C. THE COMMISSION MUST DETERMINE WHETHER THE PROPOSED TRANSACTION IS IN THE PUBLIC INTEREST AND WHETHER THE PUBLIC INTEREST REQUIRES THE IMPOSITION OF CONDITIONS IN ORDER FOR APPROVAL TO BE GIVEN

The test to be applied by the Commission in its review is whether the proposed transaction satisfies the public interest, i.e., whether "the present or future public convenience and necessity require or will require such ... acquisition." O.C.G.A. § 46-5-41. The scope of the Commission's review is broad, and includes the power to require AT&T and BellSouth "to establish and maintain services and facilities as may be reasonable and just." O.C.G.A. § 46-2-20 (c). See O.C.G.A. § 46-2-23. For example, if the merger were to be approved, the Commission would have the authority to reexamine its recent detariffing of BellSouth's retail services, as part of its jurisdiction to determine the just and reasonable rates and conditions for providing service, given the change of conditions occasioned by the merger. O.C.G.A. § 46-2-23 (e).

Consistent with such authority, the Telecommunications and Competition Development Act of 1995, O.C.G.A. § 46-5-160 *et seq.* ("the 1995 Act"), also clothes the Commission with jurisdiction to modify or impose conditions on AT&T's and BellSouth's certificates of authority. O.C.G.A. § 46-5-168(b)(2). The intent of the 1995 Act is to protect consumers "during the transition to a competitive telecommunications market," O.C.G.A. § 46-5-161(b)(2), and to encourage investment in Georgia's telecommunications infrastructure, as well as to encourage the introduction of innovative products and services, O.C.G.A. § 46-5-161(b)(4). Therefore, the

Commission should impose conditions, including those requested here by the CLECs, on the certificates held by AT&T and BellSouth if the merger is approved.

Other state commissions are reviewing the proposed merger transaction. For example, notwithstanding that the relevant Tennessee statutes, Tenn. Code Ann. §§ 65-4-112 and 65-4-113, are less explicit than O.C.G.A. § 46-5-41 with regard to establishing state commission jurisdiction, the Tennessee Regulatory Authority ("TRA") intends to hold an evidentiary hearing, prior to which the parties will file testimony. The Kentucky Public Service Commission also has scheduled the filing of testimony and a public hearing, with post-hearing briefing as has the Mississippi Commission. This Commission should likewise formally review the proposed transaction, as proposed below.

III. PROPOSED SCHEDULE

So that the Commission may make informed decisions on the approval or disapproval of the proposed transaction and the imposition of conditions on the AT&T and BellSouth certificates, the CLEC Coalition requests that the Commission issue a Procedural and Scheduling Order setting dates for the filing of testimony and a hearing before the Commission. The CLEC Coalition suggests the following schedule:

> June 30: All parties file direct testimony on the issues identified in Appendix A
>
> July 21: All parties file rebuttal testimony
>
> August 2-4: Hearings

This schedule is in keeping with the schedules set out by the other state regulatory commissions as discussed above and will allow for an expeditious decision by the Commission.

IV. ISSUES TO BE EXAMINED

In order to assess the impact on the public interest, including the impact on competition, the Commission should examine the issues set forth in Appendix A. The Commission may then make an informed determination as to whether the merger should be approved, and if so, what conditions should be imposed.

V. CONCLUSION

BellSouth proposes to leverage its market power with the enterprise customer base, long haul backbone and other assets of AT&T. That transaction will have an enormous impact on the state of Georgia, the business and residential customers of BellSouth, and the competitors and carrier customers of BellSouth. Given the unprecedented nature of the proposed merger transaction and the clear directives of Georgia law, the Commission should direct the parties to comply with the schedule herein proposed and, should the merger transaction be approved, impose the conditions recommended.

William H. Weber / by arrens with express permission

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APPENDIX A

MITIGATING CONDITIONS FOR AT&T/BELLSOUTH MERGER - GEORGIA

1. UNE Price Stability

   a. The Commission should assure rate stability by adopting a Price Cap Plan for UNEs. BellSouth has long advocated the superiority of price-caps to cost-studies, and the Commission can maintain the necessary nexus to BellSouth's underlying cost by adopting a price cap plan applying the federal access framework of GDPI-5.3% productivity

2. Eliminate Administrative Harassment Through EELs Auditing

   a. BellSouth to terminate (and never initiate another) EELs audit based on Safe Harbor Provisions. These were implemented to protect BellSouth from AT&T and it makes no sense to use a provision intended to protect BellSouth from its parent-to-be as an administrative mechanism to harass its smaller competitors.

3. Strengthen Performance/Penalty Plans by:

   a. Requiring BellSouth to keep reports available for one year and requiring BellSouth to conduct an audit every third year, with the auditor selected by the Commission;

   b. Increase penalties in proportion to combined AT&T/BellSouth revenue increase; and

   c. Requiring that the performance/penalty system currently offered to Time Warner Telecom for special facilities be made generally available as an interconnection amendment that BellSouth could not withdraw without PSC approval.

4. State Enforcement of Federal Conditions

   a. BellSouth should be required to agree that the GPSC can enforce its compliance with any conditions adopted by FCC.

5. Fresh Look

   a. BellSouth/AT&T should provide a fresh look window on all contracts signed by customers of SBC/AT&T for carrier and enterprise customers so customers can switch to another carrier without any early termination liability or penalties for not making a volume and/or revenue commitment. Carriers were forced into special access contracts because the 271 option was not available; while customers should be given a one-time opportunity to avoid the consolidated incumbent.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing RESPONSE TO AT&T'S AND BELLSOUTH'S NOTICE OF MERGER AND REQUEST FOR ISSUANCE OF PROCEDURAL AND SCHEDULING ORDER by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

Kelli Leaf, Director
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June 9, 2006

VIA HAND DELIVERY

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, Georgia 30334

Re: Notice of Merger of AT&T, Inc. and BellSouth Corporation Together With its Certificated Georgia Subsidiaries; Docket No. 22682-U

Dear Mr. McAlister:

XO Communications Services, Inc. ("XO") submits this letter in support of the June 7, 2006 filing by the CLEC Coalition of its Response to AT&T's and BellSouth's Notice of Merger and Request for Issuance of Procedural and Scheduling Order (the "Response"). For the reasons stated in the Response, XO requests the Georgia Public Service Commission (the "Commission") to establish a formal hearing process so that the full effect of AT&T's proposed takeover of BellSouth can be fully and appropriately evaluated. If the Commission determines to approve the merger, the Commission should impose the conditions described in Appendix A to the Response.

Enclosed are the original and sixteen (16) copies of this letter. Please file the letter in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope. Also, enclosed is an Electronic Filing Transmittal Sheet and diskette containing the letter in MS Word format.

If you have any questions or comments, please call.

Very truly yours,

Kennard B. Woods

Kennard B. Woods

KBW/jh
cc: XO Communications Services, Inc.
Charles V. Gerkin, Jr., Esq.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

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This the 9 day of June, 2006.

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-M-E-M-O-R-A-N-D-U-M-

DATE: June 8, 2006

TO: Director, Division of the Commission Clerk & Administrative Services (Bayó)

FROM: Office of the General Counsel (Harris, Gervasi, Helton, Moore)
Division of Economic Regulation (Breman, Daniel, Hewitt, Kummer, Trapp)
Division of Regulatory Compliance & Consumer Assistance (Woodall)

RE: Docket No. 060172-EU – Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events.

Docket No. 060173-EU – Proposed amendments to rules regarding overhead electric facilities to allow more stringent construction standards than required by National Electric Safety Code.

AGENDA: 06/20/06 – Regular Agenda – Rule Proposal – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Arriaga

RULE STATUS: Proposal May Be Deferred

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\GCL\WP\060172.RCM.DOC

Case Background

On January 23, 2006, the Commission held a staff workshop to discuss the damage to electric utility facilities incurred as a result of recent hurricanes and to explore ways of minimizing future storm damage to electric infrastructure and resulting outages to customers. State and local government officials, independent technical experts, and Florida's electric

utilities participated in the workshop. On January 30, 2006, post-workshop comments were received from the participants. Based on the comments received at the January 23, 2006 workshop, at the February 27, 2006 Internal Affairs, the Commission approved a number of specific short-term and long-term actions to prepare Florida's electric infrastructure to better withstand severe storms in the future.

At the February 27, 2006, Internal Affairs meeting, the Commission directed staff to begin rulemaking proceedings to:

> (1) Address requiring distribution facility construction standards higher than the National Electrical Safety Code (NESC); and
>
> (2) Look at the cost and reliability of installing underground electric facilities, with specific emphasis on identifying areas and circumstances where underground facilities may be appropriate.

Docket Nos. 060173-EU and 060172-EU, respectively, were opened to initiate rulemaking in these two areas.

Staff's first draft of proposed rule changes was discussed at a staff rule development workshop held on April 17, 2006. Post-workshop comments were received on May 3, 2006 from Florida Power & Light (FPL), Progress Energy Florida, Inc. (PEF), Tampa Electric Company (TECO), Gulf Power Company (GULF), the Florida Electric Cooperatives Association, Inc. (FECA), the Florida Municipal Electric Association, Inc. (FMEA), the Town of Palm Beach and the Town of Jupiter Island (the Towns), Time Warner Telecom of Florida, L.P. (Time Warner), and H.M. Rollins Company, Inc. (Rollins). On May 15, 2006, staff circulated its revised draft of proposed rule changes. A second staff rule development workshop was held on May 19, 2006. Post-workshop comments were received on May 26, 2006, from FPL, PEF, TECO, GULF, FECA, FMEA, Lee County Electric Cooperative, Inc. (LCEC), the Towns, Florida Cable Telecommunications Association (FCTA), Time Warner, BellSouth Telecommunications, Inc. (BellSouth), Verizon Florida Inc. (Verizon), Embarq Corporation (Embarq), and TDS Telecom/Quincy (TDC). Electric utility cost data for the Statement of Estimated Regulatory Cost (SERC) was also provided on May 26, 2006.

Staff's second draft of the proposed changes to Rule 25-6.034, Florida Administrative Code, Standards of Construction, included sections addressing the preferred locations of electric distribution facilities and a requirement for electric utilities to codify and enforce third-party attachment standards and procedures for poles. In their May 26, 2006, post-workshop comments, BellSouth, Verizon, TDC, Embarq, FCTA, and Time Warner expressed concerns regarding cost-shifting that may occur as a result of these two sections of staff's second draft of Rule 25-6.034, F.A.C. In order to facilitate adoption of Rule 25-6.034, the two sections are now separately addressed. Issues 2 and 3 address new Rule 25-6.0341, Location of the Utility's Electric Distribution Facilities, and new Rule 25-6.0342, Third-Party Attachments and Procedures, respectively.

Also, Issue 4 addresses new Rule 25-6.0343, which would require municipal electric utilities and rural electric cooperatives to comply with Rules 25-6.034, 25-6.0341, and 25-6.0342.

Staff has also proposed changes to Rules 25-6.064, 35-6.078, and 25-6.115 pertaining to Contribution-In-Aid-of-Construction (CIAC) for new underground construction and conversion of existing overhead facilities to underground facilities.

The Commission has jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

Discussion of Issues

Issue 1: Should the Commission propose changes to Rule 25-6.034, Florida Administrative Code, Standards of Construction, requiring investor-owned electric utilities to establish standards of construction for all overhead and underground electrical transmission and distribution facilities to ensure the provision of adequate and reliable electric service for operational as well as emergency purposes?

Recommendation: Yes. (Trapp, Breman, Harris)

Staff Analysis:

Rule Summary

Staff recommends certain changes to Rule 25-6.034, F.A.C., pertaining to standards of construction. The current rule broadly requires investor-owned utilities to construct, install, maintain, and operate their facilities in accordance with generally accepted engineering practices. Staff's proposed rule changes seek to add specificity to this broad policy statement, particularly with regard to impacts associated with extreme weather. (Attachment A, pp. 1-3)

25-6.034(1): Subsection (1) clarifies that the rule applies to all investor-owned electric utility transmission and distribution facilities.

25-6.034(2): Subsection (2) requires each investor-owned electric utility to establish construction standards for overhead and underground electrical transmission and distribution facilities within 180 days (6 months). Each utility would be required to maintain copies of its construction standards at its corporate headquarters and district offices. Any update or changes to a utility's construction standards would clearly show an effective date of such changes and identify what part of the standard was being changed. For regulatory purposes, Commission staff would have access to review any utility's construction standards either in the field at the utility's corporate or district offices, or, upon request, in Tallahassee. Any dispute or challenge to a utility's construction standards would be addressed using the Commission's existing procedures, including the right for an affected party to request a hearing.

25-6.034(3): Subsection (3) retains the existing broad requirement that utilities use generally accepted engineering practices and reasonable prudence in the design, construction, operation, and maintenance of their facilities.

25-6.034(4): Subsection (4) requires each utility's construction standards to comply, at a minimum, with the National Electrical Safety Code (NESC). The most current version of the code (the 2002 edition) is adopted. Existing facilities are grandfathered and must comply with the edition of the NESC in effect at the time of initial construction.

25-6.034(5): Subsection (5) requires that standards for the construction of overhead distribution facilities be guided by the NESC extreme wind loading standards. Each utility is required to establish guidelines and procedures for the application of the extreme wind loading

standards to (1) new construction, (2) major planned upgrades and relocation of existing facilities, and (3) targeted critical infrastructure and major thoroughfares.

25-6.034(6): Subsection (6) requires each utility to adopt guidelines and procedures for the construction of underground distribution facilities to deter damage resulting from flooding and storm surges.

Overhead and Underground Standards

At the first rulemaking workshop on April 17, 2006, staff initially proposed that utilities be required to construct all new and replacement overhead distribution facilities to meet the extreme wind loading standards of the National Electrical Safety Code (NESC). The initial draft rule also would have required that all new and replacement underground distribution facilities, including conversions from overhead to underground, be constructed to assure protection from flooding and storm surges in areas designated as Category 3 Surge Zones by the Department of Community Affairs, Division of Emergency Management.

The electric utility industry participants (i.e., investor-owned electric utilities, municipal electric utilities, rural electric cooperatives, and representatives from the wood pole industry) were unanimous in the opinion that such a mandatory approach to construction standards would be costly and may not achieve the desired goal of improved reliability, reduced outage times, and reduced storm restoration costs. Industry participants questioned whether universal application of the extreme wind standards to all poles and structures would actually accomplish an overall improvement to reliability. As noted by H.M. Rollins Company, Inc. (Rollins), representing the wood pole industry, "experience had shown that under extreme wind conditions most damage to shorter structures was caused by secondary effects such as wind-blown debris and fallen trees." According to Rollins, the reason the NESC extreme wind standards (which were added to the NESC in the 1970's) only apply to taller structures such as transmission lines is the belief among industry experts that the shorter structures would fail even if they had been designed to meet the extreme wind load criteria. Requiring application of NESC extreme wind criteria to the entire distribution system could have unexpected results. An example given is the case where a utility has to install three times as many poles per mile in order to meet the NESC extreme wind criteria. If, as has been reported within the industry, most pole failures occur as a result of collateral damage, then there may actually be more pole failures, not fewer, in a future severe storm. More pole failures will tend to increase storm restoration costs and increase service restoration time.

Electric utility participants also questioned limiting underground hardening to only those areas designated as Category 3 Surge Zones by the Department of Community Affairs, Division of Emergency Management. Progress Energy Florida (PEF) suggested deleting the Category 3 storm criteria. Tampa Electric Company (TECO) and Florida Power & Light Company (FPL) suggested striking the reference to the Department of Community Affairs designated flood zones entirely. FPL suggested that underground hardening decisions should be made on a case-by-case basis based on local flooding ordinances that take into consideration difference between the elevations and other construction requirements applicable to buildings and the electrical facilities serving them.

At the second workshop on May 19, 2006 staff proposed a modified rule that would allow utilities more discretion to target critical lines and system components for strengthening. Under this revised rule proposal, each utility would be required to establish and maintain, on an ongoing basis, construction standards that meet the following criteria:

A. First and foremost, each utility must, at a minimum, comply with the NESC.

B. For overhead distribution facilities, each utility will be required to establish guidelines and procedures for incorporating the NESC extreme wind loading standards into their construction standards. Each utility's standards must address (1) new facilities, (2) replacement facilities, and (3) targeted critical infrastructure.

C. For underground distribution facilities, each utility will be required to establish guidelines and procedures to deter damage resulting from flooding and storm surges.

In their comments following the May 19, 2006, workshop, the Town of Palm Beach and the Town of Jupiter Island (the Towns) suggested that any electric utility that proposes to adopt construction standards for anything less than Category 5 wind speeds should be required to provide specific justification based on an evaluation of both the reliability impacts and cost impacts of less stringent standards. The Towns reason that, in light of the significant impacts of Hurricane Wilma (by official accounts a Category 1 storm throughout much of south Florida), the Commission should come down on the side of applying more stringent reliability standards to more, rather than fewer, distribution facilities. The Towns also contend that the Commission should consider total economic cost and other impacts on the State as a whole. The Towns support a cost-benefit analysis that takes into consideration the value of un-served energy. Un-served energy means energy not delivered to customers because of service interruptions.. The post-workshop comments of the Towns are silent on the issue of what hardening standard, if any, should apply for underground facilities.

Staff does not agree with the rulemaking approach proposed by the Towns, which assumes building to a Category 5 standard is prudent and cost-effective unless the utility proves otherwise. Such an approach is unduly burdensome, could result in drawn out and expensive litigation, and is likely to result only in "paralysis by analysis." As stated by representatives from the wood pole industry, establishing worst-case construction standards is likely to have unintended consequences in terms of significantly increased cost both initially and also due to the need to restore more facilities damaged by storm debris. Under staff's proposed rule, each utility must evaluate its own system and identify areas and facilities most susceptible to storm damage. Each utility must take into consideration the effects of extreme winds, flooding, and storm surges on its transmission and distribution facilities. Each utility must then ultimately establish construction standards that best meet the differing geographic, demographic, population density, and infrastructure requirements that exist in its service territory. Staff believes that giving utilities the flexibility to target critical infrastructure for strengthening overhead and underground facilities is the best way to improve the overall performance of the electrical transmission and distribution systems in extreme weather events in a timely and cost-effective manner. Staff's recommended rule is in keeping with the Commission's longstanding practice of avoiding regulatory micro-management while holding utilities responsible for establishing prudent and cost-effective construction practices.

BellSouth Telecommunications, Inc. (BellSouth), Verizon Florida, Inc. (Verizon), TDS Telecomm/Quincy (TDC), and Embarq Corporation (Embarq), take the position that the proposed rule will erode uniform standards and result in cost shifting between industries. In its May 26, 2006, post-workshop comments, BellSouth states that in providing for company-by-company standards, the Commission eviscerates the NESC as the uniform national standard by which power and telephone companies operate. BellSouth contends that the proposed rules localize decision-making over the national telecommunications network. According to BellSouth, the fact that each electric utility may set differing standards will impact the design and construction processes of attaching entities. BellSouth concludes that this will likely translate into increased telecommunications costs and may impact service reliability.

Staff finds BellSouth's comments to be unpersuasive. Historically, the NESC has been the minimum starting point for prudent construction practices in both the telecommunications and electric utility industries. Both electric utilities and telecommunications companies have exceeded the requirements of the NESC when necessary to address reliability and quality of service concerns. The staff's proposed rule codifies compliance with the NESC, at a minimum, to ensure transmission and distribution reliability. The proposed rules go on to require that the effects of extreme wind, flooding, and tidal surges associated with hurricanes and other extreme weather conditions be considered in the construction standards developed by the electric utilities. The increased hurricane activity experienced in Florida during the 2004 and 2005 hurricane seasons, coupled with projections by meteorological experts of an increasing trend in severe storms, warrants such increased attention to the hardening of critical electric facilities. Both the electric utilities and the telecommunications companies will benefit from enhanced construction standards that strengthen poles that reduce storm damage and reduce outages to the services provided to their customers.

Location of Electric Distribution Facilities and Third-party Attachment Standards and Procedures

BellSouth, Verizon, TDC, Embarq, the Florida Cable Telecommunications Association (FCTA), and Time Warner Telecom (Time Warner) also expressed concerns regarding cost-shifting that may occur as a result of two sections of staff's proposed rule pertaining to the location of electric distribution facilities and Third-Party Attachment Standards and Procedures. While originally proposed as part of Rule 25-6.034, these two sections have now been assigned separate rule numbers, 25-6.0341 and 25-6.0342, and are addressed separately in Issues 2 and 3, respectively.

Filing Requirements

Staff's recommended rule requires each utility to establish its construction standards within 180 days (6 months). At the May 19, 2006 workshop, staff proposed a 90 day (3 month) time frame. However, the electric utilities estimated that 6 months would be the minimum time required for them to establish their policies, guidelines, and procedures for all aspects of transmission and distribution facility hardening.

Staff also initially proposed that each utility be required to file its construction standards with the Commission's Division of Economic Regulation. The electric utilities raised several

concerns regarding administrative complexity, effects on security, and the need for confidentiality. According to the electric utilities, each utility's construction standards are likely to be quite voluminous. In addition to policy considerations regarding the targeting of critical infrastructure, the construction standards will include numerous technical equipment specifications which may be subject to frequent change as new technologies emerge and are adopted by the industry. Utilities also expressed concerns about the need for confidential treatment of some of the standards for security. The administrative burden on both the utilities and the Commission associated with processing the initial filings and subsequent updates as confidential is likely to be substantial. Based on these comments, staff believes it sufficient to require each utility to maintain its construction standards in-house, subject to review by the Commission. For regulatory purposes, Commission staff will have access to review any utility's construction standards either in the field at the utility's corporate office and district offices, or in Tallahassee by request. Each utility will be responsible for establishing reasonable criteria for public access to its construction standards while protecting sensitive, confidential information. Any dispute or challenge regarding a utility's construction standards would be addressed using the Commission's existing procedures, including the right to petition the Commission for a hearing.

In its post-workshop comments, FCTA suggests that language be added to subsection (2) of the proposed rule requiring electric utilities to seek consensus agreement from third-party attachers prior to making any changes to their construction standards. If the utility and any third-party attacher are unable to agree on the construction standards and any modification thereof, either party may seek review by the Commission, with the right to petition for a hearing. Staff notes that FCTA's proposed modification would essentially grant third-party attachers the ability to veto an electric utility's construction standards. Staff believes that this is not in the public interest. Electric utilities provide services essential to the health and economic welfare of the citizens of Florida. In light of the devastation wrought during the 2004 and 2005 hurricane seasons and the potential for increased hurricane activity in the near future, electric utilities need to move forward with strengthening their transmission and distribution systems. Certainly, there should be coordination among electric utilities and telecommunications and cable companies where facilities are collocated. However, critical improvements to the electric infrastructure essential to the public interest should not be held hostage by the threat of litigation by third-party attachers.

Other Comments

In its post-workshop comments, FPL expressed concern about deleting the existing subsection (2) of the rule which contains references to a 1975 edition of ANSI C12 and ANSI C57. Staff recommends deleting this section of the rule because the language is unnecessary and obsolete.

In June 1995, FPL requested certain changes to Rules 25-6.052 through 25-6.058 to reflect current standards contained in the American National Standard for Electric Meters – Code for Electric Metering which is also referred to as ANSI C12.1. FPL's request was implemented by Order No. PSC-97-0501-FOF-EG, issued May 1, 1997, In re: Proposed Amendment of Rules 25-6.022, 25-6.052, 25-6.054, 25-6.055, 25-6.056, 25-6.058, and Repeal of Rules 25-6.053 and

25-6.057, F.A.C. Rule 25-6.053 required all current and potential transformers to be tested for accuracy in accordance with the procedures prescribed in American Standards Institute Code USAS – C57.13. The substance of Rule 25-6.053 was moved to Rule 25-6.052 because the language addressing instrument transformers is now in Rule 25-6.052 and Rule 25-6.052 incorporated the 1995 edition of the then current ANSI C12.1 standards inclusive of instrument transformers. Thus, references to an instrument transformer test code in Rule 25-6.034(2) should have been removed when Rule 25-6.053 was repealed but was not.

Rule 25-6.052 is being revised to reflect, among other things, a more current edition of ANSI C12.1 than the 1975 edition reference by 25-6.034(2). A notice of rulemaking was issued April 27, 2006, in Docket No. 060121-EI, In Re: Proposed amendment of Rules 25-6.022, 25-6.052, 25-6.056, 25-6.058, 25-6.059, 25-6.060, and 25-6.013, Florida Administrative Code. Thus, the language in existing subsection 25-6.034(2) is unnecessary because Rule 25.052 addresses metering equipment. Additionally, the language in existing subsection 25-6.034(2) is obsolete because it references out-of-date standards.

Cost Impacts of Proposed Changes

Only four utilities, FPL, PEF, TECO, and GULF, provided estimated costs to implement programs associated with the proposed rule changes. It is important to note that the cost estimates reflect preliminary views of storm hardening programs to be initiated in response to rule changes and include initiatives such as FPL's targeted hardening program. Table 1-1 is a summary of the various responses to staff's initial draft rule and staff's final draft rule. The project costs shown for the staff's final draft rule are the estimates for utility targeted hardening activities for both overhead and underground construction. The cost estimates are based on capital additions to pre-2006 capital budget levels and do not include estimates of operation and maintenance costs.

Table 1-1
Estimate of Annual Capital Additions (2006 Dollars in millions)

	Initial Draft Rule	Final Draft Rule
FPL	$50- $250	$35-165
PEF	$342	$2
TEC	$13	$9
GPC	$66	$17

Conclusion

Staff recommends the Commission propose changes to Rule 25-6.034. The recommended rule changes are needed to ensure the provision of adequate and reliable electric service for operational and emergency purposes in Florida. The requirement for utilities to adopt

construction standards that take into consideration the cost-effective targeting of essential overhead and underground distribution facilities for hardening will enhance the ability of utilities to reduce restoration costs and outage times resulting from extreme weather conditions. In order to separately address the concerns raised by BellSouth, Embarq, Verizon, TDC, FCTA, and Time Warner regarding sections (7) and (8) of staff's second draft of the proposed rule, the location of electric distribution facilities and Third-Party Attachment Standards and Procedures have now been removed from Rule 25-6.034 and are being addressed in Rules 25-6.0341 and 25-6.0342 (Issues 2 and 3). Also, the issue of whether the municipal electric utilities and rural electric cooperatives should be required to comply with Rule 25-6.034 is separately addressed in Issue 4. The remaining issues have been fully explored and discussed in staff workshops held on April 17, 2006, and May 19, 2006. The Commission should adopt the proposed revisions to Rule 25-6.034.

Issue 2: Should the Commission propose Rule 25-6.0341, Florida Administrative Code, Location of the Utility's Electric Distribution Facilities, to facilitate and encourage the placement of electric distribution facilities in readily accessible locations such as adjacent to public roads and along front edges of properties?

Recommendation: Yes. The Commission should propose Rule 25-6.0341, F.A.C., but schedule a staff workshop to allow the third-party attachers to present evidence of any cost impact on their companies. The Commission should also schedule a hearing to follow the staff workshop in Docket No. 060173-EU. (Trapp, Breman, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.0341 encourages electric utilities, to the extent practical, feasible, and cost effective, to locate new and replacement electric distribution facilities in readily accessible locations such as adjacent to public roads and in front of the customer's premises. (Attachment A, p. 3)

25-6.0341(1): Subsection (1) requires electric utilities to use easements and rights-of-ways for new and replacement overhead facilities.

25-6.0341(2): Subsection (2) requires electric utilities to seek front lot placement of underground distribution facilities unless there are operational, economic or reliability benefits to use another location.

25-6.0341(3): Subsection (3) requires electric utilities to place underground distribution facilities in road rights-of-way in lieu of requiring easements when the project is a conversion from overhead to underground activity at the request of a local government and where the local government has provided the appropriate permits.

Location of Electric Infrastructure Facilities

Staff's initial draft of Rule 25-6.034 would have required investor-owned electric utilities to use easements, public rights-of-ways, etc., which facilitate storm restoration and that the utility has the legal right to occupy. Additionally, staff's initial draft of Rule 25-6.034 would have required utilities to place their new or relocated facilities at front-lot locations.

On May 3, 2006, PEF, TECO, and FPL filed post-workshop comments addressing these subsections. PEF's comments reflected a view that staff's language mandated relocating all back-lot overhead facilities to front-lot facilities or at a minimum prohibited future use of back-lot construction. PEF explained that back-lot construction was the preferred location in certain commercial and business locations where paved access was available but the initial draft appeared not to allow adequate flexibility to address such cases. PEF estimated relocating to front-lot would cost approximately $1.3 billion. Along similar reasoning, TECO provided an estimate of eliminating all rear-lot power lines of $50 million. FPL recommended alternative

language which staff substantially adopted in its second rule draft which removed the mandate for front lot construction for all new and replacement facilities.

At the May 19, 2006, workshop, FPL, TECO and GULF suggested that the rule only apply to electric distribution facilities. Staff agrees because the intent of the rule is to encourage utilities to locate distribution facilities where the facilities can be readily accessed. FPL questioned whether the phrasing of the proposed rule was intended to result in a relocation from back-lot to front-lot based on a single customer or whether a more cost-effective approach involving a continuous pole line relocation was envisioned. Staff's final draft rule language does not limit utility flexibility to prudently address pole line location on a case-by-case basis. Staff's final rule does require each utility to assess operational, economic, and reliably factors in the placement of its distribution facilities.

FPL proposed three changes that staff did not incorporate into the new rule. FPL suggested that distribution facilities be placed in "areas covered by franchise agreements and permits." Franchise agreements are negotiated agreements which expire and may or may not be replaced by another franchise agreement. Staff believes the placement of electric distribution facilities should not be subject to such negotiated agreements and the legal right to place electric distribution facilities should not be subject to the expiration of franchise agreements. Staff did not incorporate FPL's proposed additional language because reference to franchise agreements and permits does not add clarity or avoid disputes. FPL also proposed that "other locations where the utility has a legal right to place its facilities" be included in the rule. At the workshop, FPL was asked what other locations existed that were not already addressed by other portions of the rule. FPL did not provide any examples that would be precluded by staff's proposed language at the workshop or in its post-workshop comments. Therefore, staff is not persuaded that FPL's "other locations" language is necessary. Finally, FPL suggested that the rule should require that in all cases, the easements or locations of distribution facilities must be provided by the applicant in a reasonable time to meet construction requirements and to meet all requirements of Rule 25-6.076. Rule 25-6.076 pertains to rights-of-way and easements for residential electric underground extensions and is not applicable to all cases. Staff's recommended rule is not case specific but a policy statement of what an electric utility should consider when it locates its distribution overhead and underground facilities. Therefore, staff is not persuaded that a reference to Rule 25-6.076 is necessary or appropriate.

Governmental Conversion Projects

Staff's May 19, 2006, draft rule language stated that "the utility may" place facilities in road rights-of-way in lieu of requiring easements if the applicant for service is a local government that provides all necessary permits and meets the utility's legal, financial, and operational requirements. The Town of Palm Beach and the Town of Jupiter Island believe that the investor-owned electric utilities should be required to place facilities in road rights-of-ways when the local government provides all necessary permits and meets the utility's legal, financial, and operational requirements. Staff agrees and the change is reflected in staff's final draft rule that "the utility shall" place facilities in road rights-of-way in lieu of requiring easements if the applicant for service is a local government that provides all necessary permits and meets the utility's legal, financial, and operational requirements.

Limiting Electric Utility Options

Verizon, Embarq, and BellSouth assert that increased electric utility conversion projects resulting from the new rule may cause damage to telecommunications lines in areas where the telecommunications facilities are already located underground. In its May 26, 2006, post-workshop comments, BellSouth suggests that the rule should "at an absolute minimum, limit situations where both power and telecommunications are converting aerial facilities underground to allow for coordination of safe placement and mutually cost-efficient work efforts." FCTA's post-workshop comments assert that relocating from back-lot to front-lot would require twice as much plant to serve the same number of houses. FCTA suggests that the reference to rebuilding or relocating underground facilities be deleted from the rule.

FCTA and BellSouth did not explain how limiting electric utility management options is a reasonable means of reducing future storm restoration costs to electric customers and reducing electric customer outages. Staff believes the recommended new rule allows electric utility management to consider all locations for its distribution facilities where the facilities can legally be placed, and satisfy its operational, economic, and reliability requirements. Nevertheless, staff recommends that the telecommunications and cable industries be allowed to provide additional cost analysis in a staff workshop and subsequent Commission hearing.

Cost Impacts of the Recommended New Rule

The proposed rule does not impose new requirements on the electric utilities. Therefore, cost impacts to the electric utilities due to compliance with the proposed rule appear to be de minimus. Cost impacts to third-party attachers have been asserted, but not quantified. A staff workshop should be scheduled to allow the third-party attachers to present evidence of any cost impact on their companies. Additionally, a Commission hearing should be scheduled to address any cross-industry concerns raised at the staff workshop.

Conclusion

Staff recommends that the Commission propose new Rule 25-6.0341, Florida Administrative Code, Location of the Utility's Electric Distribution Facilities. The recommended new rule is needed to encourage electric utilities to economically locate distribution facilities in accordance with the provision of adequate and reliable electric service for operational and emergency purposes in Florida. Utilities will be encouraged to place their facilities in readily accessible locations which take into consideration the cost-effective targeting of essential overhead and underground distribution facilities for hardening to enhance the ability of utilities to reduce restoration costs and outage times resulting from extreme weather conditions.

Staff recommends that the Commission schedule a staff workshop to allow the third-party attachers to present evidence of any cost impact on their companies. The Commission should also schedule a hearing to follow the staff workshop in Docket No. 060173-EU.

Issue 3: Should the Commission propose Rule 25-6.0342, Florida Administrative Code, Third-Party Attachment Standards and Procedures, requiring investor-owned electric utilities to establish and maintain written safety, reliability, pole load capacity, and engineering standard and procedures for attachments by others to the utility's electric transmission and distribution poles?

Recommendation: Yes. The Commission should propose Rule 25-6.0342, F.A.C., but schedule a staff workshop to allow the third-party attachers to present evidence of any cost impact on their companies. The Commission should also schedule a hearing to follow the staff workshop in Docket No. 060173-EU. (Trapp, Breman, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.0342 requires investor-owned electric utilities to establish and maintain standards and procedures for third-party attachments to transmission and distribution poles. (Attachment A, p. 4)

25-6.0342(1): Subsection (1) clarifies that third-party Attachment Standards and Procedures are part of a utility's construction standards. The Attachment Standards and Procedures must address safety, reliability, pole loading capacity, and engineering requirements for attachments by others to electric transmission and distribution facilities.

25-6.0342(2): Subsection (2) requires each utility's Attachment Standards and Procedures to meet or exceed the applicable edition of the NESC and other applicable standards imposed by state and federal laws. Each utility is to assure, as far as reasonably possible, that third-party facilities do not impair electric safety, adequacy, or reliability. Each utility is to assure that third-party facilities do not exceed pole loading capacity, and that the attachments are constructed, installed, maintained, and operated in accordance with generally acceptable engineering practices for the utility's service territory.

25-6.0342(3): Subsection (3) prohibits any third-party attachment to an electric facility unless the attachment conforms to the electric utility's Attachment Standards and Procedures.

Third-Party Attachment Standards and Procedures

At the April, 17, 2006, Rule Development Workshop, workshop participants brought up the issue of third-party pole attachments. Third-party attachments in this context mean attachments of telephone wires, cable wires, and wireless telecommunications equipment to electric utility transmission and distribution poles. TECO noted that pole attachment issues should be considered in any proceeding addressing the hardening of electric facilities, as in the instant rulemaking docket, and are consistent with review of overloading of electric facilities, as required by Order No. PSC-06-0144-PAA-EI[1] (Pole Inspection Order). TECO stated that types

[1] Issued February 27, 2006, in Docket No. 060078-EI, In re: Proposal to require investor-owned electric utilities to implement ten-year wood pole inspection program.

of pole attachment issues include safety, pole capacity, and engineering issues and the Commission has very ample jurisdiction over the matter. TECO requested that it be able to address these issues in written comments and further workshops. FPL echoed the comments of TECO. FPL mentioned that it has specific concerns with pole top attachments impacting wind load determinations, worker safety during normal conditions, and impacts to prompt storm restoration. FPL believed that additional rule language addressing these issues should be considered.

On May 3, 2006, joint supplemental comments by FPL, PEF, TECO and GULF (First Electric Joint Comments) included suggested rule language to be incorporated in staff's draft of Rule 25-6.034, Standards of Construction. The suggested rule language proposed (a) establishing Attachment Standards and Procedures, (b) prohibiting attachments in or above the communication worker safety zone, (c) filing and keeping current Attachment Standards and Procedures with the Commission, (d) prohibiting attachments not in compliance with Attachment Standards and Procedures, (e) Commission review of filed Attachment Standards and Procedures including investigation of attaching parties compliance, and (f) requiring utilities to make the Attachment Standards and Procedures available for public inspection. The First Electric Joint Comments state:

> The Commission has ample jurisdiction to address issues of safety and reliability of third-party pole attachments under its Grid Bill and safety jurisdiction set out in part in Subsection 366.04(5) and (6), 366.05(1) and (8). Further, this jurisdiction has not been preempted by federal law which defers matters of reliability and safety related to pole attachments to the state.
>
> The Federal Pole Attachment Act, which generally gives the Federal Communications Commission ("FCC") jurisdiction over pole attachments, specifically states that the FCC does not have jurisdiction over pole access issues, including safety and reliability, where such matters are regulated by a state. 47 USC §§ 224(c)(1) and (f)(2). The Commission's exercise of its jurisdiction over pole attachment safety and reliability does not require any kind of certification to the FCC. Certification is needed only for regulation of "rates, terms, and conditions," but not for "access" issues such as safety and reliability. 47 USC §§ 224(c)(1), (c)(2), and (f)(2).

The First Electric Joint Comments noted that the Commission has already found that pole attachments occur without full consideration of the requirements of NESC and pole overloading assessments in both the Pole Inspection Order and Order No. PSC-06-0351-PAA-EI[2] (Storm Plans Order). Consequently, it is appropriate to consider pole attachments as part of a utility's Standard of Construction and as a means of making electric facilities safer and less vulnerable to extreme weather.

Staff agrees with the general intent of the rule language contained in the First Electric Joint Comments. However, staff could not find one all-encompassing definition of

[2] Issued April 25, 2006, in Docket No. 060198-EI, In re: Requirement for investor-owned electric utilities to file ongoing storm preparedness plans and implementation cost estimates.

"communication worker safety zone" within the NESC because the definition appears to change based on the specific facilities installed on the pole under review. Staff also noted that at least one New York electric utility company, Long Island Power Authority, appears to allow attachments in or above the communications worker safety zone. Thus, pole attachment safety and reliability issues can be adequately addressed by the states as long as the electric utility and pole attacher implement appropriate standards and practices.

Consequently, staff's second draft of Rule 25-6.034 included a new subsection (8) which incorporated much of the rule language contained in First Electric Joint Comments and removed language that prohibited all types of third-party pole attachments in or above the communication worker safety zone.

At the May 19th workshop, Mr. Gross, representing FCTA, stated that the power companies have construction standards, procedures, and specifications for third-party attachments for the purpose of implementing the NESC. FCTA believes those existing standards, procedures and specifications are sufficient to determine whether a pole can accommodate another attachment. And if it cannot, under the FCC regime, there are provisions for make ready and/or modifying the pole, rearranging existing attachments, or even placement of a new pole. FCTA didn't have any objection to the status quo, or staff's draft rule, because FCTA believes it is consistent with existing law. If, however, staff's proposed rule on Attachment Standards and Procedures impacts third-party access, which is a right under the federal law jurisdiction, and if the rule impacts the make ready and pole change-out regime, then FCTA believes the Attachment Standards and Procedures violate federal law. Mr. Adams, representing Time Warner, indicated that Time Warner had no specific concern with staff's proposed language and agreed with Mr. Gross. The concern was whether the utility, in developing Attachment Standards and Procedures, would go too far.

TECO suggested that the draft rule language include "safety, reliability, capacity and engineering." as factors to consider in determining whether to allow pole attachments TECO clarified that pole capacity is intended to address the structural effect the attachment has on the pole, and answers the question of whether the attachment will cause the pole to fail. Mr. Gross noted that FCC is currently deciding what "capacity" means. It is his belief that the FCC's ultimate decision regarding "capacity" will be challenged regardless of the outcome. FCTA is also likely to challenge the Commission's proposed rule on Attachment Standards and Procedures, depending on how the term "capacity" is defined.

Mr. Langley, representing GULF, stated that the fact that the FCC is currently considering what it means to be at full capacity in no way limits what this Commission can and should do, because in essence, the FCC is attempting to decide this in a vacuum. GULF strongly believes that pole capacity, along with safety, reliability, and engineering, should be included in the draft rule as suggested by TECO. Mr. Langley opined that the principal argument advanced by the cable companies in the FCC case on the capacity issue was an economic one, not a safety, reliability, or an engineering argument. GULF believes that it is appropriate for the Florida Public Service Commission to include pole capacity in the rulemaking and to define that term. All investor-owned electric utilities supported staff's draft language and supported the addition of "safety, reliability, pole capacity and engineering" language to the draft rule.

Unilateral Electric Utility Authority to Deny Attachments

In its May 26, 2006, comments, the FCTA expressed concern that the rule will give or grant to the power companies unilateral and unfettered authority to deny third-party attachments. FCTA's comments did not demonstrate or explain how the rule would change existing electric utility authority. Similarly, BellSouth asserted that Commission action will result in each electric utility establishing standards that will be detrimental to current joint use and pole attachment agreements. Time Warner independently echoed the concerns expressed by FCTA and BellSouth. The post-workshop comments by FCTA, Time Warner, and BellSouth focus on the potential for electric utilities to establish Attachment Standards and Procedures that may harm their industry unless there is active participation in helping the electric utilities develop their respective Attachment Standards and Procedures.

FCTA, Time Warner, and BellSouth did not explain how their active participation in electric utility management would provide for reduced future storm restoration costs to electric customers and reduced electric customer outages for investor-owned electric utilities, municipal utilities, and cooperative electric utilities. Staff suggests that the telecommunications and cable industries be allowed to provide additional cost analysis on this matter in a staff workshop and subsequent Commission hearing.

Cost Shifting

In its May 26, 2006, comments BellSouth stated that if existing joint use or pole attachment agreements require attaching entities to contribute to such construction then there is a potential for electric utilities to attempt to use the proposed rules to shift all of the costs to others.

FCTA represented that sharing pole space reduces the cost of poles and spreads the costs over a large number of users. The mechanism that purportedly accomplishes the cost sharing is the pricing of pole attachments. It is possible that more poles will be placed into service as a result of storm hardening activities and therefore there is a potential cost impact to all pole attachers.

On May 26, 2006, joint comments filed by FPL, PEF, TECO and GULF (Second Electric Joint Comments) describe recent Commission actions directed at improving electric infrastructure and explain that pole attachments have emerged as a significant concern. It is simply not possible to address structural integrity without addressing the capacity of a pole to accept attachments. Photographic examples of how pole attachments can overload the capacity of a pole and cause it to fail, especially in extreme storm conditions, are included in the filing. The Pole Inspection Order found that attachments were not being made with full consideration of the NESC and that utilities must perform wood pole strength assessments that include the effects of pole attachment loading. The Storm Plan Order requires each utility to audit joint use attachment agreements and ensure that each joint-use pole is not overloaded or approaching overloading.

Staff agrees with the investor-owned electric utilities May 26, 2006, post-workshop comments and suggestions. FCTA and BellSouth did not provide estimates of the asserted cost shifting that may result from electric utilities establishing Attachment Standards and Procedures.

The telecommunication companies need to explain how their active participation in electric utility management would provide for reduced future storm restoration costs to electric customers and reduced electric customer outages. Staff suggests that the telecommunications and cable industries be allowed to provide additional cost analysis on this matter in a staff workshop and subsequent Commission hearing.

FCC Preemption

Title 47, United States Code, Section 224 mandates third-party access to the distribution poles of electric companies, and reserves to the Federal Government jurisdiction over "rates, terms, and conditions" regarding these attachments. "Third parties" specifically include cable and wireless telecommunications companies. Staff agrees that the FCC has preempted regulation over the rates, terms, and conditions of pole attachments. Staff does not agree, however, that this precludes the State of Florida from exercising its safety and reliability jurisdiction over the state's electric grid.

Staff believes that the Commission has the statutory duty to set safety and reliability standards for the state's electric infrastructure. Once those standards have been set, however, under 47 USC §224, the Commission loses authority to prohibit or regulate third-party attachments that conform with those standards. Pole owners and attachers are required to implement the states' safety and reliability standards, which are typically done through pole attachment agreements. If parties are unable to agree, then staff suggests that the FCC's exclusive jurisdiction over rates, terms and conditions would be invoked to provide the parties resolution.

Staff has considered the argument of FCTA, BellSouth and Time Warner. If a third-party seeks to make an attachment, and the facts indicate that such attachment will prevent the pole in question from meeting a safety standard set by the state, then the state has, to some extent, set a term or condition of the attachment. The weakness of this argument is, however, that the FCC should not be the agency that determines safety and reliability standards for electrical distribution equipment.

As discussed in Issue 1, the intent of staff's amendments to existing Rule 25-6.034 is to require higher construction standards in order to meet the increasing number of severe weather events the state is facing. It makes little sense for the state to mandate, for example, that poles be built to meet or exceed wind loading standards, and then the day after the pole is installed, to allow attachments to be made that would cause the pole to violate the standards, possibly resulting in pole failure during a storm and creating the very situation Rule 25-6.034 is designed to prevent. For the Commission to delegate its responsibility over this matter to a federal agency which has a very different set of skills and mandates is counterintuitive.

Staff therefore reasons that Congress could not have intended 47 USC §224 to preempt state jurisdiction over the safety and reliability of a state's electric grid. Staff's reasoning is supported by the language in 47 USC §224 subsection (5) which allows an electric company to deny pole attachments for reasons of safety and reliability. It makes no sense for the act to allow individual companies to deny pole attachments for safety purposes, but to deny the state the ability to enact and enforce safety standards.

Staff's conclusion is, therefore, that 47 USC §224, the Federal Pole Attachment Act, cannot reasonably be read to mean that federal preemption of rates, terms and conditions of pole attachments is intended to prevent a state from developing and mandating safety and reliability standards for its electric grid. Staff is not recommending that the Commission has jurisdiction over the rates, terms, and conditions of pole attachments. Staff recommends the Commission has jurisdiction to set safety and reliability standards that companies must use as a starting point in their own negotiations regarding pole attachments, and that this jurisdiction has not been preempted by the federal government.

Cost Impacts of the Recommended Rule

The investor-owned electric utilities did not report any cost impact of the rule. However, staff believes costs are likely to be incurred. Cost impacts to third-party attachers have been asserted, but not quantified. A staff workshop should be scheduled to allow the third-party attachers to present evidence of any cost impact on their companies. Additionally, a Commission hearing should be scheduled to address any cross-industry concerns raised at the staff workshop.

Conclusion

Staff recommends that the Commission propose new Rule 25-6.0342. The new rule is needed to encourage electric utilities to avoid premature pole failures due to pole attachments in accordance with the provision of adequate and reliable electric service for operational and emergency purposes in Florida. Utilities will be encouraged to pursue pole attachment agreements that enhance the ability of utilities to reduce restoration costs and outage times resulting from extreme weather conditions. Staff does not believe the Commission's authority over safety and reliability standards has been preempted by the federal government.

Staff recommends that the Commission schedule a staff workshop to allow the third-party attachers to present evidence of any cost impact on their companies. The Commission should also schedule a hearing to follow the staff workshop in Docket No. 060173-EU.

Issue 4: Should the Commission propose Rule 25-6.0343, Florida Administrative Code, Standards of Construction – Municipal Electric Utilities and Rural Electric Cooperatives, requiring municipal and cooperative electric utilities to establish standards of construction for all overhead and underground electrical transmission and distribution facilities to ensure the provision of adequate and reliable electric service for operational as well as emergency purposes?

Recommendation: Yes. (Trapp, Harris)

Staff Analysis: Given the Commission's jurisdiction over, and responsibility for, maintaining the safety and reliability of Florida's electric generation, transmission, and distribution systems, the Commission should require municipals and cooperatives to comply with Rules 25-6.034, 6.0341, and 6.0342, as amended. (Attachment A, p. 5)

As discussed in Issue 1, staff is recommending the Commission adopt amendments to Rule 25-6.034, Standards of Construction, that would require investor-owned electric companies to establish construction standards for electric facilities, which at a minimum comply with the National Electric Safety Code (NESC). The Rule would also require that, in certain instances, overhead facilities be built to NESC extreme wind loading standards, and underground facilities be built to resist flood and storm surge damage. In Issue 2, staff recommends the adoption of a new rule (25-6.0341) encouraging investor-owned electric utilities to locate the facilities in locations accessible for maintenance, and in Issue 3, staff recommends the adoption of a new rule (25-6.0342) governing third-party pole attachments. The purpose of new Rule 25-6.0343 is to make the provisions of Rules 25-6.034, 25-6.0341, and 25-6.0342 applicable to municipally-owned electrical utilities "Municipals" and rural electrical cooperatives "Cooperatives." Staff believes that requiring Municipals and Cooperatives to comply with Rules 25-6.034, 25-6.0341, and 25-6.0342 is in the public interest.

At both the April 17, 2006, and May 19, 2006, staff workshops, and in their written post-workshop comments, the Municipals and Cooperatives expressed their position that the Commission does not have statutory authority to require Municipals and Cooperatives to establish construction standards. The Municipals and Cooperatives believe that the lack of a specific statement of the Commission's authority over "construction standards," as opposed to "safety standards" in Section 366.04, Florida Statutes, expresses the Legislature's choice not to grant such authority. Further, the Municipals and Cooperatives assert that the Commission's historical choice not to require construction standards from them demonstrates the Commission's acknowledgement that it does not, in fact, have such statutory authority.

Historically, the Commission has not chosen to exert, to the full extent of its statutory authority, its statewide distribution reliability jurisdiction over Municipals and Cooperatives. Given the ever increasing interconnection between numerous separate electrical systems, and the increasing complexity of the statewide electric grid, staff does not believe continued exclusion of the Municipals and Cooperatives is in the best interest of the state's electric customers. Staff recommends that the Commission has two separate statutory bases of authority to require

Municipals and Cooperatives to establish construction standards: safety jurisdiction and reliability jurisdiction, both located in Section 366.04, Florida Statues.[3]

A. Safety Jurisdiction

Section 366.04(6), gives the Commission "exclusive jurisdiction to prescribe and enforce safety standards for transmission and distribution facilities of all public electric utilities, cooperatives organized under the Rural Electric Cooperative Law, and electric utilities owned and operated by municipalities." This subsection further requires the Commission to adopt the provisions of the National Electrical Safety Code (NESC) as initial safety standards, that "constitute acceptable and adequate requirements for the protection of the safety of the public, and compliance with the minimum requirements of that code shall constitute good engineering practice by the utilities."[4] The NESC contains detailed sections on the standards facilities must meet for safety and reliability purposes, including, for example, sections on pole strength and vegetation management.

In Issue 1, staff recommends that the Commission amend Rule 25-6.034 to require investor-owned electric utilities to establish certain construction standards in order to better withstand the extreme weather events experienced by the State of Florida. Damage to the State's electric grid, requiring weeks to repair, is a threat to the safety of the citizens of the state. The safety threats are direct such as falling equipment and energized lines on the ground and indirect (threats to health, sanitation, and medical equipment that fails to function without electricity). Staff believes that the loss of electricity, potentially for weeks following a severe weather event, is exactly the type of safety issue the Legislature intended the Commission to address through Section 366.04(6), explicitly authorizing the Commission to prescribe safety standards for all electric utilities: Cooperatives, Municipals, and IOUs.

B. Reliability Jurisdiction.

In addition to subsection 366.04(6), discussed above, Section 366.04 enumerates the Commission's jurisdiction over all electric utilities (IOUS, Municipals, and Cooperatives) in several additional subsections. Many of these sections were added in the 1974 "Grid Bill[5]," which the Legislature passed with the intention of expanding and clarifying the Commission's

[3] Chapter 366.02, Florida Statutes, defines two different terms: "Public Utilities" and "Electric Utilities". Section 366.02(1), Public Utilities, excludes rural electric cooperatives and municipally owned systems from the definition of public utilities, while §366.02(2), includes them in the definition of Electric Utilities, along with the IOUs. Section 366.04, distinguishes between the types of electric utilities, with some sections applying to "public utilities" (e.g. the IOUs only) while other sections apply to "electric utilities" (e.g. all utilities which supply electricity in the State of Florida).

[4] Senate Bill 888, enacted by the 2006 Legislature, amends Section 366.04(6) to allow the Commission to at a minimum adopt the 1984 edition of the NESC, and editions thereafter, as acceptable and adequate requirements As of June 8, 2006, the bill has not been sent to the Governor for signature. However, staff anticipates the Governor will sign the bill.

[5] Chapter 74-196, Laws of Florida.

jurisdiction over the State's integrated electric generation, transmission, and distribution facilities.[6]

Subsection 366.04(2) provides, in part:

> (2) In the exercise of its jurisdiction, the commission shall have power over electric utilities for the following purposes:
>
> (c) To require electric power conservation and reliability within a coordinated grid, for operational as well as emergency purposes.
>
> * * *
>
> (f) To prescribe and require the filing of periodic reports and other data as may be reasonably available and as necessary to exercise its jurisdiction hereunder.

Subsection 366.04(5) provides:

> (5) The commission shall further have jurisdiction over the planning, development, and maintenance of a coordinated electric power grid throughout Florida to assure an adequate and reliable source of energy for operational and emergency purposes in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities.

Subsection 366.04(7) provides:

> (7) The commission shall have the power to require reports from all electric utilities to assure the development of adequate and reliable energy grids.

Subsection 366.04(8) provides:

> (8) If the commission determines that there is probable cause to believe that inadequacies exist with respect to the energy grids developed by the electric utility industry, it shall have the power, after proceedings as provided by law, and after a finding that mutual benefits will accrue to the electric utilities involved, to require installation or repair of necessary facilities, including generating plants and transmission facilities, with the costs to be distributed in proportion to the benefits received, and to take all necessary steps to ensure compliance . . ..

[6] The Grid Bill added the following Sections to Chapter 366, Florida Statutes: 366.04(2)(c), 366.04(2)(d), 366.04(2)(e), 366.04(2)(f), 366.04(5), 366.05(7), 366.05(8), 366.055(1), 366.05(2), and 366.0455(3).

These sections make clear that the Legislature intends for the Commission to exercise jurisdiction over all electrical utilities in the state to ensure the reliability of the state's electrical generation, transmission, and distribution grid. Staff's recommended amendments to Rule 25-6.034 are intended to increase the reliability of the electrical grid. Staff believes this increased reliability should be extended to Municipals and Cooperatives, as authorized by Florida Statutes.

Staff's proposed amendments to Rule 25-6.034(5) require utilities to construct and maintain facilities that are better able to withstand the effects of severe weather events; however, the Rule provides an exception to its mandatory application. The rule provides that:

> If the Commission finds that a municipal electric utility or rural electric cooperative utility has demonstrated that its standards of construction will not result in service to the utility's general body of ratepayers that is less reliable, the commission shall exempt the utility from compliance with the rule.

Staff intends this language to give the Municipals and Cooperatives a direct exemption from the application of Rule 25-6.034, if the Municipal or Cooperative can demonstrate to the commission that its standards result in service that is as reliable as the investor-owned utilities.

Additionally, Rule 25-6.034 only requires compliance "as far as reasonably possible" or "to the extent reasonably practical, feasible, and cost effective." By recommending such language, staff intends to allow utilities to make a showing that, in their particular situation, good reasons exist why higher construction standards should not be required. This would allow Municipals and Cooperatives to show, for example, that their current construction practices under the Rural Electric Standards are reasonable and adequate, or that for a given Municipal or Cooperative, the costs of complying with the standards would outweigh the safety and reliability impacts of failure during a severe weather event. As an example, the Municipals and Cooperatives have stated that their restoration times after previous years' storms were days, not weeks. Upon petition by a Cooperative or Municipal, the Commission could find this evidence satisfies the requirements of the Rule.

Further, due to the interconnection of Florida's electrical grid, establishing one set of standards for IOUs but not for Municipals and Cooperatives may not achieve the goals of increased statewide reliability. For some areas of the state, it may be possible to isolate a Municipal or Cooperative system, and allow the surrounding areas to be energized without any adverse impacts. For other areas of the state, however, there may be interconnections where such isolation is not possible. The Commission certainly has the responsibility to review the statewide grid, and determine where heightened construction standards make sense. If such standards make sense for a Municipal or Cooperative system, the Commission must be in a position to require implementation. Staff believes this was the intent of the Legislature, as expressed in Chapter 366.04, Florida Statutes, and provides additional justification for the application of Rule 25-6.034 to Municipals and Cooperatives. The post-workshop comments by the municipal and cooperative utilities addressed their views regarding Commission authority and jurisdiction.

Cost Impacts of Proposed Changes to Rule 25-6.034, F.A.C.

The municipal and cooperative utilities did not provide cost impacts of the proposed changes to Rule 25-6.034.

Conclusion

Staff recommends that the Commission has clear statutory authority, expressed in Chapter 366, Florida Statutes, to prescribe and enforce safety and reliability standards for all electric utilities in the state: Municipal, Cooperative and Investor-Owned. Not only does the Commission have this clear authority, but given recent storm concerns and the interconnected nature of Florida's grid, such authority should be exercised to require Municipals and Cooperatives to meet the increased reliability standards established for Investor-Owned Utilities, where cost-effective, practical and feasible.

Issue 5: Should the Commission propose changes to Rule 25-6.0345, Florida Administrative Code, adopting the 2002 edition of the National Electrical Safety Code as the minimum applicable safety standards for transmission and distribution facilities subject to the Commission's safety jurisdiction?

Recommendation: Yes. (Woodall, Trapp, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.0345 sets the electric utility reporting requirements pursuant to the Commission's safety jurisdiction. Staff recommends the rule be changed to incorporate the words "at a minimum" consistent with 2006 legislative modification of Section 366.06, Florida Statutes. The modification of Section 366.06, Florida Statutes, is not yet in effect[7]. Staff recommends certain editorial changes to subsections (1), (2) and (3) of the rule. Subsection (5) and (6) are included in the analysis because post-workshop comments suggested changes to these sections were expected to increase costs to telecommunications companies. (Attachment A, pp. 5-8)

25-6.0345(1): Subsection (1) states that the Commission adopts and incorporates by reference the 2002 edition of the National Electrical Safety Code (NESC), published August 1, 2001, as the applicable safety standard for transmission and distribution facilities. The recommended rule change will clarify that electric utilities are allowed to exceed the minimum safety requirements of the NESC for transmission and distribution facilities subject to the Commission's safety jurisdiction.

25-6.0345(2): Subsection (2) requires all electric utilities subject to the Commission's safety jurisdiction to provide quarterly reports listing completed work orders.

25-6.0345(3): Subsection (3) establishes the content and format of the utility's quarterly reports that list completed work orders. Staff recommends elimination of the requirement for utilities to provide the Kv rating and contiguous characteristics associated with each work order because these data are not needed to select and perform safety inspections.

25-6.0345(5): Subsection (5) requires electric utilities to promptly report non-utility electrical contact accidents that occur in connection with any part of the transmission and distribution system which are of a significant safety concern.

25-6.0345(6): Subsection (6) requires electric utilities to report non-utility property damage incidents exceeding $5,000 that occur in connection with any part of the transmission and distribution system which are of a significant safety concern.

[7] Senate Bill 888, enacted by the 2006 Legislature, gives the Commission the explicit jurisdiction to require electric utilities to build facilities to higher safety standards than required by the NESC. As of June 8, 2006, the bill has not been sent to the Governor for signature. However, staff anticipates the Governor will sign the bill.

Utility Personnel Incidents and Utility Property Damage

The Towns believe the Commission should expand the scope of subsections (5) and (6) to include additional electrical contact events to utility personnel and utility property. The apparent interest in expanding the data reported by all electric utilities is associated with the Towns interest in collecting data with respect to overhead and underground facilities and their desire to include externalities in cost calculations.

Other docketed activities are related to capturing facility performance data. The investor-owned utilities, pursuant to Order No. PSC-06-0351-PAA-EI[8], filed plans on June 1, 2006, addressing the collection of detailed outage data differentiating between the reliability performance of overhead and underground systems. Review of such plans has not been completed and rules addressing reliability performance that differentiates between overhead and underground systems is premature.

Additionally, the Towns apparently fail to recognize that Rule 25-6.0345 is established pursuant to the Commission's authority and oversight of public safety due to electric transmission and distribution systems. Other agencies have jurisdiction over employee safety, such as the Occupational Safety and Health Administration. As such, the rule is deliberately limited to matters directly associated with monitoring public safety events and avoids problems associated with overlapping jurisdictions. Requiring utilities to report data regarding utility personnel safety and facility performance would unnecessarily expand the scope of the rule.

Company-by-Company Definition of Significant Safety Event

BellSouth's May 26, 2006 post-workshop comments expressed concern with subsections (5) and (6) that allow electric utilities to use their own judgment to determine what is significant in terms of damage and safety. BellSouth questions how an electric utility would determine that another's property was damaged in excess of $5,000. BellSouth claims that allowing each utility to set differing standards may impact claims and translate to increased costs and litigation.

Electric utilities have been filing reports pursuant to subsections (5) and (6) for years. If the language of these subsections has caused increased costs and increased litigation then staff believes it would have been helpful if BellSouth's comments had quantified the extent of such problems. Instead, BellSouth simply asserts that there may be increased costs and litigation. No electric utility has suggested this language needs changing. Staff consequently believes that BellSouth's concern regarding company-by-company definitions as unsupported.

Cost Impacts of Proposed Changes

The proposed changes are not substantive and have no material impact on electric utilities.

[8] Issued April 25, 2006, in Docket No. 060198- EI, In re: Requirement for investor-owned electric utilities to file ongoing storm preparedness plans and implementation cost estimates.

Conclusion

Staff recommends the Commission adopt the editorial amendments to the rule.

Issue 6: Should the Commission propose changes to Rule 25-6.064, Florida Administrative Code, Extension of Facilities, establishing a uniform procedure by which investor-owned electric utilities calculate amounts due as contributions-in-aid-of-construction from customers who require new facilities in order to receive electric service or for upgrades to existing facilities resulting from changes in the customer's demand on the system?

Recommendation: Yes. (Daniel, Kummer, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.064 addresses the calculation of contributions-in-aid-of-construction (CIAC) for line extensions, excluding new subdivisions, which are covered in Rule 25-6.078, and conversions of existing overhead to underground facilities, which are covered in Rule 25-6.115. Staff's recommended changes to the rule include: (a) adding upgrades to existing facilities, (b) including transformer costs, (c) including system hardening costs, (d) requiring a true-up of the CIAC, and (e) requiring that the CIAC be prorated to future customers in certain cases. Staff also recommends clarification of the rule language addressing waiver of the CIAC and various other minor editorial rule changes intended to simplify and clarify the existing rule language. The substantive changes are discussed below. (Attachment A, pp. 8-13)

Rule 25-6.064(1): Subsection (1) expands the application of the rule to include upgrades to existing facilities as well as line extensions.

Rule 25-6.064(2) and (3): Subsections (2) and (3) contain the formulas for the calculation of CIAC for overhead and underground line extensions previously defined and included in subsections (3), (4), (5), and (6). Proposed changes include the cost of transformers in the cost element of the formula and clarify that revenues netted against the cost are intended to be base rate revenues. Other changes were made to simplify and clarify the existing rule language.

Rule 25-6.064(4): Subsection (4), which consolidates existing subsections (8) and (9), clarifies that the formulas apply to any voltage level. This is not a change in policy.

Rule 25-6.064(5): Subsection (5) requires that the costs included in the calculations of CIAC be based on the construction standards in Rule 25-6.034.

Rule 25-6.064(6): Subsection (6) requires all CIAC calculations to be based on estimated work order job costs. The utility is also required to (a) true-up the CIAC calculations, at a customer's request, to reflect the actual costs of construction and actual revenues, and (b) prorate CIAC when new or upgraded facilities are expected to serve more than the initial applicant.

Rule 25-6.064(7): Subsection (7) changes the existing language in subsection (11) to require the utility to reduce plant in service if CIAC is waived, rather than having the Commission make an adjustment in a rate proceeding. The proposed changes also clarify that a

utility must cost justify any CIAC it elects to waive in order to recover those costs from the general body of ratepayers.

The CIAC Formula

At both the April 17 and May 19 workshops, staff proposed a single formula for CIAC in an effort to simplify the rule language. However, concerns were expressed that staff's proposed language in those subsections would require convoluted definitions; significant costs to retrain, rewrite, publish, and program changes; and did not allow the utilities to recover the same level of costs as the current rule. Based on discussions at the May 19 workshop and review of the subsequent written comments, staff recommends the Commission maintain separate formulas for the calculation of CIAC for overhead and underground. Staff has, however, proposed some other changes to the formulas. Staff believes that, based on prior customer complaint issues and as a result of discussions at the workshops, there are several provisions of the rule that were vague or unnecessarily complicated, and new provisions are needed that are not currently addressed.

Upgrades to existing facilities. Currently there is no rule addressing CIAC for upgrades to existing facilities such as the installation of a larger transformer when a customer's load increases. It has been staff's experience that customers requesting an upgrade to existing facilities are not given a revenue credit against the cost of the upgrade when there is an increase in usage resulting from the upgrade. This is increasingly a customer complaint issue.

Subsection (1) is expanded to make it clear that the CIAC formulas also apply to upgraded facilities. The proposed change in subsection (2) would require the utility to reduce CIAC by the incremental increase in revenues expected as a result of the upgrade, which is consistent with the calculation of CIAC for new line extensions. In addition, the proposal clarifies that CIAC for upgrades includes the cost of removal of the existing facilities less any salvage value.

Inclusion of transformer costs in CIAC. The existing rule provides that CIAC for overhead installations includes the cost of the installation, excluding the transformer, service drop, and meter. Staff recommends a change to subsection (2) to include the cost of the transformer in CIAC. FPL pointed out that the service drop and meter are excluded from CIAC because those costs are recovered through the customer charge. However, because the cost of the transformer is recovered through base rates and the customer is given a credit of four years of base rates in the CIAC calculation, the cost of the transformer should be included in the CIAC calculation. Staff believes FPL's logic is sound and staff has included this minor change.

Inclusion of System Hardening Costs in CIAC

A new provision in subsection (5) requires the cost of construction used to calculate CIAC reflect system hardening requirements. This change is to ensure that CIAC includes any site-specific hardening requirements consistent with the changes proposed in Rule 25-6.034.

True-up for CIAC estimates

Under the current rule, CIAC is determined by the utility based on actual or estimated costs and projected revenues. Customers may ask the Commission to review the calculations, but there is no specific provision requiring the utility to compare its estimates to the actual cost of construction or revenues generated from those facilities. A new provision in subsection (6)(a) requires a true-up of CIAC, if requested by the customer, within 12 months following the in-service date of the new or upgraded facilities. Staff believes that a 12-months time frame will not create a significant administrative burden on the utility, but will give the customer an opportunity to request an adjustment to CIAC if the costs or revenues of the actual new or upgraded service differs significantly from the original estimate. The customer could receive a refund or be required to pay additional CIAC, depending on the outcome of the true-up. Subsection (9) allows either the customer or the utility to petition the Commission for review of the CIAC at any time.

Gulf suggested that this subsection only require the utility to use its best judgment in estimating revenues expected to be produced by the new or upgraded facilities without requiring a true-up. While the rule language proposed in this recommendation has been revised to take into account utility input from the workshop, staff believes that a true-up is a reasonable mechanism to facilitate resolution of customer complaints. FPL suggests a true-up at the end of four years, if requested by the customer, to avoid costly tracking of individual customers. Staff added the 12-month limitation and the need for a customer request to help address FPL's concerns.

Prorating of CIAC

Under existing rules, if a line extension is required to serve a customer, the first customer requesting the extension is responsible for the total cost of the extension pursuant to the formulas in subsections (2) and (3), even if other customers later connect to the line. Existing subsection (12) allows a utility to prorate the cost of any line extension over the expected number of customers to be served by the new facilities. Based on customer complaints, however, staff believes proration is rarely offered or even explored by the utility. Staff's proposed change to subsection (6)(b) would require a utility to prorate CIAC for facilities that may serve additional customers in a defined future time frame.

Under staff's proposal the utility would be required to prorate a CIAC if additional customers are likely to be served by the facilities within three years. This provision is not intended to require the utility to speculate as to future development, but instead requires the utility to identify areas in which additional customers are likely to connect within a relatively short period of time. In addition, the customer may also provide such information to the utility for consideration and any disputes concerning the likelihood of future growth may be brought to the Commission.

The initial customer will still be responsible for paying the full CIAC upfront in order to obtain service. However, as new customers connect to the line, the utility shall collect a share of the initial CIAC amount from each new customer and credit that amount to the original

customer. This process would continue for each new connection during a three year period from the in-service date of the facilities. At the end of that period, no further customers would be required to pay for the line extension and credits to the original customer would cease. The procedure for determining if proration is appropriate and how collection would be accomplished would be spelled out in a tariff.

This proration would only apply to a CIAC assessed to an end-use customer. Developers who do not actually take service at the location, other than temporary service for construction, are not eligible for this provision. Internally, staff discussed setting a threshold level at which the proration would be required, but was unable to justify any specific level and chose not to include one in the proposed rules. Despite several complaints on this issue, staff does not believe this proration will be a frequent situation and any additional costs are offset by equity concerns.

FPL objects to this proposed rule change because they believe it presents logistical challenges as well as requires significant computer system and process changes to ensure consistent application. FPL maintains that computation of the prorated amounts is complex and that customers would object to paying the prorated CIAC. They believe that agreement should be reached prior to construction. PEF also suggests that any prorating remain the discretion of the utility.

This issue has been the subject of a number of customer complaints. Staff believes that, while the proposal may result in some additional costs for the utility to administer the collections and refunds, three years will not create a significant administrative burden on the utility, but will result in a more equitable collection of CIAC from customers. Although the requirement to prorate could require record keeping for small amounts of CIAC, it is unlikely that a project requiring a relatively modest CIAC would serve more than the initial customer. Further, if the number of additional connections is known with certainty prior to construction, the CIAC can be allocated to those initial customers without the need for any future crediting mechanism. In addition, because this rule will not affect CIAC for new subdivisions, the impact will be limited to a relatively small number of retail customers. Further, prorating is a common practice in the water and wastewater industry. (See Rule 25-30.515(16), F.A.C. and Rule 25-30.530(3)(c), F.A.C.

Waiver of CIAC

Currently the utility books construction costs as they are incurred and reduces the plant in service balances as CIAC is collected. While the existing rule does not preclude the utility from waiving CIAC, it prescribes that the Commission will make the necessary adjustments to plant in service in a rate proceeding based on the utility's records. Staff's proposal requires the utility to record the amount of waived CIAC unless the Commission determines that there is a quantifiable benefit to the general body of ratepayers commensurate with the waived CIAC. This puts the burden on the utility to justify the benefits of waiving CIAC without a reduction in plant in service. Staff believes that the utility should be required to show that all customers, not just those directly benefiting from the construction, will realize benefits from the construction. Otherwise, the general body of ratepayers is simply subsidizing a very localized improvement.

Cost Impacts of Proposed Changes

Most of the recommended changes to the rule are for clarification and ease of application and do not represent changes in current policy. These changes should impose no additional costs on any party.

Some small additional costs will be realized by customers who request a line extension because of the inclusion of the transformer in the overall cost of the line extension. However, the cost of the transformer is generally a minimal part of a line extension project. Allowing a waiver of all or part of a CIAC when offset benefits can be shown should not result in additional net cost to the utility or the customers.

The greatest cost impacts cited by the utilities were due to the true-up and proration provisions of subsections (6)(a) and (6)(b). Most of the costs, however, involve a transfer between the utility and the customers, except for any additional cost to prepare or track the true-up or proration. FPL, PEF and Gulf discussed the difficulties in calculating true-ups and proration but provided no dollar estimates.

Conclusion

Staff recommends that the changes to Rule 25-6.064, F.A.C., be approved. The changes provide clarification and simplification to existing language and address inherent problems in the existing rule with respect to CIAC estimates, prorating, waivers, and customer recourse in CIAC disputes.

Issue 7: Should the Commission propose changes to Rule 25-6.078, Florida Administrative Code, Schedule of Charges, to clarify existing provisions that require investor-owned electric utilities to establish a written policy on the installation of underground electrical distribution facilities in new residential subdivisions; to incorporate the construction standards in Rule 25-6.034; and to require that storm restoration costs be included in the differential cost calculation?

Recommendation: Yes. (Kummer, Trapp, Breman, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.078 sets forth the procedure for determining the Estimated Average Cost Differential, or per lot differential, charged to developers who plan to place electrical facilities underground in a new subdivision. Staff's recommended changes to the rule clarify existing language and make the rule consistent with the changes proposed in Rules 25-6.034, 25-6.064, and 25-6.115. The substantive amendments to the rule are in subsections (2), (4), and (10). (Attachment A, pp. 13-16)

Rule 25-6.078(2): Subsection (2) requires underground and overhead costs used to determine the per-lot cost differential to be estimated reflecting the hardening requirements of Rule 25-6.034, Standards of Construction.

Rule 25-6.078(4): Subsection (4) requires utilities to include net present value of life cycle operational costs, including average historical storm restoration costs, over the life of the facilities in the calculation of the Estimated Average Cost Differential for new subdivisions. Each utility is also required to establish record keeping measures to separately identify operating and maintenance costs for underground and overhead facilities.

Rule 25-6.078(10): Subsection (10) allows the waiver of all or a portion of the Estimated Average Cost Differential if the Commission determines that commensurate benefits accrue to the general body of ratepayers.

Inclusion of Operating Costs and Storm Restoration Costs

Current cost differentials are based on initial installation costs and generally indicate that underground construction is more expensive than comparable overhead facilities. However, utilities have indicated that, while underground installation may be more expensive initially, there may be savings in maintenance or storm restoration activities over time, compared to overhead installations. Staff recommends that the net present value of life cycle costs be included in any CIAC calculation to capture those longer term costs and benefits.

Today, utilities allege separate overhead and underground operational costs cannot be considered because they are not readily available. Staff's proposed language would require utilities to establish and maintain adequate record keeping and accounting measures so these costs can be tracked and quantified. Staff further recommends that the utilities work with staff and parties in establishing those procedures, which could later be codified in rules, if necessary.

Staff recommends that utilities be required to track, quantify and incorporate these costs in all CIAC calculations to gain a more accurate comparison between overhead and underground installations.

FPL suggests that the inclusion of any operational costs remain discretionary. Inclusion of non-storm related operations and maintenance costs has been optional for many years, and these costs still are not being routinely included in calculation of the differential under this rule. Voluntary inclusion simply has not worked. Staff believes that it is necessary for the Commission to require the development of the mechanisms to track such costs, if meaningful steps are to be taken by the utilities to identify and quantify these costs. Staff believes quantification of these costs and benefits is necessary to gain a more comprehensive picture of the merits of underground facilities compared to overhead facilities.

Additionally, FPL asserts that it is difficult to adequately identify these costs because similar activities are treated differently between overhead and underground activities for accounting purposes. They argue that the arbitrary inclusion of only expenses could distort any comparison. Staff agrees with FPL's proposed change in terminology (operational costs) as opposed to the current language which speaks to 'operations and maintenance costs.' The proposed language reflects this change on the grounds that the term 'operational costs' is more inclusive.

FPL also maintains that costs are interrelated and forecasting the value of a single element is difficult if not impossible to do with any accuracy. FPL argues that including these costs could potentially lower the differential between overhead and underground facilities. Lowering the differential could encourage undergrounding in new subdivisions where no compelling reason exists. FPL asserts that no such inducements are necessary since over three-quarters of new service accounts are going in underground without such incentives. Staff maintains that the argument should be about identifying the appropriate overall costs, not whether inducements are necessary. FPL also notes that new subdivisions represent current technologies and construction practices and that historical data on restoration or maintenance may not be applicable so the inclusion of estimates based on historical cost will distort, not enhance, the calculation.

FPL also proposed to allow any data collection to be on a sample basis rather than a universal basis. As discussed at the workshop, staff agrees that the type of analysis necessary to gain the appropriate level of data would likely be most available through a forensic analysis which is conducted on a sample basis. Staff would not oppose this approach but does not see the need for it to be in the rule itself.

PEF does not disagree with the inclusion of the net present value of life cycle costs, but suggests that the estimate of such costs be on a case-by-case basis. While staff recognizes that certain differences will arise among projects, staff believes utilities should be able to establish guidelines and practices for quantifying and recording such costs on a generic basis. Such standards are necessary to ensure that policies are applied in a non-discriminatory manner.

PEF also noted in its comments that there are several concerns that must be addressed in any standards for tracking cost differences between overhead and underground construction,

including differences in the life of equipment, different geographical conditions and the methodology to predict any future storms and storm damage. Staff agrees that it is a multi-faceted undertaking that will take serious consideration, but we do not believe it is an insurmountable task. The benefits of better understanding the costs and benefits of underground facilities compared to overhead facilities is a necessary part of determining the most cost-effective way to minimize outages and provide safe, reliable service to customers.

The Towns of Jupiter Island and Palm Beach offer significant expansion of this subsection to include explicit consideration of system capacity planning measures such as Expected Un-served Energy (EUE) and reliability analyses in any cost benefit analysis. EUE is a tool used by Florida utilities to estimate the probability of generation and transmission systems becoming unable to provide service due to known system constraints and equipment performance data. This would require investor-owned electric utilities to forecast an expected level of un-served energy specific to overhead and underground distribution facilities. There are several policy hurdles that must first be overcome involving assignment of outage events to overhead and underground failures and whether future outages will be forecasted. Additionally, there is the issue of undue discriminatory pricing of EUE. While the Towns cited several studies on the value some customers place on electricity, all customers may not value the loss of electricity at the same dollar level. This issue of value arose in the 1989 Christmas freeze. There were calls for more generation when outages occurred due to increased stress on the system, yet when the cost of building that additional generation was considered, other alternatives like conservation became more attractive. Consequently, the record of the staff workshops and post-workshop comments are not sufficient to conclude EUE should be included in the rule.

Furthermore, staff believes the proposed language is sufficiently broad to allow consideration of all relevant and generally acceptable methods used to quantify project costs. The rule does not prohibit the Towns from using EUE and pricing EUE in its decision making.

Waiver of CIAC

Currently, the utility books construction costs as they are incurred and reduces the plant in service balances as CIAC is collected. While the existing rule does not preclude the utility from waiving any or all of a CIAC, it prescribes that the full amount of the applicable CIAC will be used to offset the plant costs as if it had been collected from the customer. This places the entire cost of the construction on the customer unless the utility is willing to forego recovery of those costs.

Parties have made the argument both in the workshops and in written comments that some localized construction projects may provide benefits to the general body of ratepayers and that those benefits should be recognized. One method of doing that is to reduce the amount of an otherwise applicable CIAC to the applicant and still allow the utility to book the full cost as plant in service. This results in a sharing by the general body of ratepayers of the cost of the investment that would have been supported by the foregone CIAC.

On its face, this logic has some appeal. Based on other proposed rule changes, however, staff believes most, if not all, benefits to the general body of ratepayers are captured by including

all the operational costs in calculating the CIAC as proposed in Subsection (4). In that subsection, staff recommends including the net present value of all operational costs over the life of the facilities be factored into the determination of the overhead/underground CIAC. However, since this is a relatively new area, there may be some benefits not fully captured in that analysis. Therefore, staff's proposal requires the utility to record the full amount of applicable CIAC unless the Commission determines that there is a quantifiable benefit to the general body of ratepayers commensurate with the portion of CIAC waived. These benefits would have to exceed those captured by the change to subsection (4) to avoid double counting. Staff's proposed language puts the burden on the utility to justify the benefits of waiving CIAC without a reduction in plant in service. Otherwise, the general body of ratepayers is simply subsidizing a very localized improvement.

Cost Impacts of Proposed Changes

Subsection (4) is the only section that could have adverse cost impacts to the investor-owned electric utilities. FPL and PEF both discuss the difficulties in quantifying and tracking the unique operational costs for overhead and underground facilities. However, neither utility provided cost estimates.

Conclusion

The primary change proposed by staff concerns the identification and tracking of costs by overhead and underground installations. While staff recognized that there are costs associated with this endeavor, staff believes it is necessary to evaluate the relative merits of overhead and underground facilities in meeting the need for reliable, cost effective electric service. This may be an area where PURC or another research entity may be able to provide assistance. Staff recommends the Commission propose the rule as amended.

Issue 8: Should the Commission propose changes to Rule 25-6.115, Florida Administrative Code, to clarify existing provisions that require each investor-owned electric utility to file a tariff showing the terms under which the utility and applicant may enter into a contract for the purpose of converting existing overhead facilities to underground facilities; to incorporate the construction standards in Rule 25-6.034, and to require that storm restoration costs be included?

Recommendation: Yes. (Kummer, Trapp, Breman, Harris)

Staff Analysis:

Rule Summary

Rule 25-6.115 addresses conversion of existing overhead distribution facilities to underground facilities. This rule was originally adopted to codify what would be included in estimates for requested conversions. Staff recommends changes to the rule to clarify existing language and to make the rule consistent with the changes proposed in Rules 25-6.034, 25-6.064, and 25-6.078. (Attachment A, pp. 16-19)

Rule 25-6.115(1): Subsection (1) clarifies that the rule applies to investor-owned electric utilities and to distribution facilities.

Rule 25-6.115((2): Subsection (2) clarifies the definition of an applicant as the person or entity seeking the undergrounding of existing overhead electric distribution facilities.

Rule 25-6.115(3) and (5): Subsection (3) and (5) clarify that the rule applies to IOUs.

Rule 25-6.115(6): Subsection (6) allows parties to extend by mutual agreement the 180 days to enter into an agreement based on the binding cost estimates.

Rule 25-6.115(8): Subsection (8) removes the reference to conversions, since subsection (1) limits the rule to conversions.

Rule 25-6.115(9): Subsection (9) establishes that the charge for all estimated construction costs shall be based on the requirements of Rule 25-6.034, Construction Standards.

Rule 25-6.115(10): Subsection (10) clarifies the language that applicants may file complaints pursuant to Rule 25-22.032.

Rule 25-6.115(11): Subsection (11) requires investor-owned electric utilities to include the Net Present Value of operational costs and the average historical storm restoration costs in subsections (8) and (9). Also, section (11) makes clear that when an applicant elects to perform all or part of the construction, the utility recognizes the utility costs that are avoided in determining the charges to the applicant. However, at no time can the charge to the applicant be negative.

Rule 25-6.115(12): Subsection (12) provides for instances where an investor-owned electric utility may elect to waive all or a portion of the charges that would otherwise be due for providing underground facilities. In such cases, the utility is required to reduce net plant in

service as though the charge had been collected unless the Commission determines that there is a quantifiable benefit to the general body of ratepayers commensurate with the waived charges.

Addition of Life Cycle Costs to Subsection (3)

The Towns suggest adding language to subsection (3) to be consistent with the staff's proposed changes to subsection (11) concerning inclusion of the Net Present value of Operation and Maintenance cost, including storm restoration costs. Staff interprets subsection (3) to concern the relative merits of whether a utility or the customer performs a specific task. The goal is to ensure that, by allowing an applicant to perform a particular task, the utility does not incur additional costs above what it would have incurred had the utility performed the task. An example is where the applicant's construction causes the utility to incur additional costs to accommodate the applicant's construction that would not have been incurred had the utility performed the task. Staff does not see how life cycle costs affect this situation and declines to make the suggested changes.

Extension of the Deadline in Subsection (6)

The 180-day deadline to accept an original estimate was included in the rule because costs change over time, and the utility and its ratepayers should not be held to an estimate seriously out of date with current costs. However, the parties and the utilities agree that in some circumstances delays are unavoidable and should not require a new estimate or contract. Therefore, allowing the 180 days to be extended upon mutual agreement appears to be a reasonable change and has been included.

Costs to be Included in Estimates

The current rule language includes a description of the costs to be included in the estimate. Staff recommends some clarifications and additions to make this rule consistent with 25-6.064 and 25-6.078.

For the same reasons discussed in Issue 7 for new underground subdivision installations, staff recommends including life cycle costs and benefits for operational costs including storm restoration for conversions in subsection (11)(a) of this rule for consistency of treatment. Staff believes the inclusion better reflects the total costs of installing or converting overhead facilities to underground facilities. The arguments on the mechanics and difficulty of tracking these costs were discussed at length in Issue 7. Staff continues to believe that inclusion of storm restoration costs is an important element in determining the overall cost of underground versus overhead facilities.

Subsection (11)(b) recognizes that if a customer chooses to construct or install a portion of the requested facilities, the utility does not incur certain costs. Construction costs properly include a factor for general overhead to account for indirect supervision and administrative costs such as time keeping, payroll administration and general management. This overhead allocation should be applied on a task basis, not on the overall job cost, if the customer is afforded the opportunity to perform separate tasks. The customer should not have to pay general utility

overhead costs for tasks the utility did not perform. FPL noted that it did not object to the language and already treats such costs in this manner.

FPL suggested inclusion of specific language mirroring its request in Docket No. 060150-EI, for a Government Adjustment Factor (GAF). As proposed, the GAF allows a reduction in the CIAC charged to a governmental agency requesting conversion of facilities if the conversion reduces potential storm damage and other costs. The full cost of the conversion would be recorded as plant in service. This is a change from current policy which requires all applicable CIAC to be used to reduce the additional plant in service. FPL's proposal would shift a portion of the costs to the general body of ratepayers.

No other utility spoke in favor of FPL's proposal and staff does not believe it is appropriate or necessary to have such specific language in the rule. The language proposed by staff in subsection (12) would allow the Commission to approve FPL's approach, or any other discount or credit mechanism, to accommodate incentives for conversion of existing overhead facilities to underground. Rulemaking is a long and laborious process. The more general the rule language can be and still accomplish the intended purpose, the less likely it is that another rulemaking amendment or waiver will be required. Since FPL admitted that the applicability or scope of such a discount could change over time, staff believes the concept is better handled through a utility-specific tariff, than through a rule, if the Commission believes such an incentive is appropriate. With the additional language staff has proposed, we believe the Commission would have the authority to approved FPL's pending tariff on this matter (Docket No. 060150-EI) while allowing other utilities to choose other paths.

Waiver of CIAC in Subsection (12)

The proposed language in subsection (12) is identical to the language in subsection (7) of Rule 25-6.064 and subsection (10) of Rule 25-6.078, and allows the waiver of all or a portion of the CIAC if the Commission determines that commensurate benefits accrue to the general body of ratepayers. As noted in Issues 6 and 7, investment in facilities that are not paid for through a customer-specific CIAC become part of rate base. A higher rate base can result in higher rates to all customers. Unless it can be shown that all customers benefit from the construction, these costs should be recovered from the customer requesting the construction. This change allows the Commission to consider a discount or credit mechanism such as the change proposed by FPL in Docket No. 060150-EI, if it deems it appropriate. FPL included similar but more specific language in its suggested changes to subsection (11) discussed above.

Currently Available Options

One of the impediments to converting overhead facilities to underground facilities is the requirement to pay a substantial CIAC up front. No incentive approach other than FPL's 25% discount option (the GAF) was discussed at either of the workshops, or in comments. However, two investor-owned utilities currently have mechanisms in place to assist local governments with the costs of converting existing facilities to underground. These Undergrounding Fee options differ from FPL's suggested approach in that the total cost of conversion would be recovered from the customers directly benefiting from the conversion, but it allows the recovery of the costs from customers over a longer time frame.

PEF. Effective November 5, 2002, the Commission approved a Local Governmental Underground Cost Recovery tariff requested by PEF. This tariff allows local governments to pay for the conversion up front and then recoup their conversion costs from affected customers through a charge on those customers' electric bills. Under the tariff, the governmental entity may finance the cost of the conversion on its own, or it may request that PEF finance the project. Utility financing was seen as a less desirable option, since PEF's debt costs would likely be higher than that available to a government entity, but it afforded the opportunity for governments who may not wish to, or may be precluded from, floating additional debt.

Based on a formula stated in the tariff, PEF establishes an undergrounding fee which appears on the monthly bills of the customers in the designated area, to pay for the conversion over a period not to exceed 20 years. The fee is expressed as a percentage of the customer's bill. It is considered a charge for electricity just as the regular monthly rates are, and failure to pay the underground assessment may result in disconnection of service. To date, no governmental entity has applied for this option although PEF reports that one city is seriously considering it.

PEF had a similar option approved in 1994 after numerous requests by municipalities for alternatives to a one-time payment for conversion of overhead facilities. Under that tariff, PEF (then FPC) stated that it prepared 11 detailed cost estimates for cities. No city ever elected to take service under the tariff. In December 1997 the tariff was withdrawn. PEF cited three reasons for the closure of the offering: (1) lack of interest; (2) programming costs; and (3) the potential for retail wheeling. In renewing the offer in 2002, PEF cited increased interest by cities in the conversion of overhead facilities.

FPL. FPL instituted a tariff very similar to PEF's Local Governmental Underground Cost Recovery tariff in August 2003. FPL requires the governmental entity to finance the conversion and does not offer the option for the utility to finance the construction. Like PEF, FPL establishes a Governmental Undergrounding Fee pursuant to a formula, which is applied to the bills of customers residing in the designated area. FPL also has no customers currently taking service under this tariff.

Inclusion in rule. As discussed above, staff does not recommend placing any one approach to encouraging underground conversions in a rule. Rules are difficult and time consuming to change. Neither the existing tariffs nor FPL's 25% approach have been implemented. As FPL pointed out at the May 19, workshop, it is likely that any approach will need to be fine-tuned with experience. At this point, it is difficult to determine what impact a specific approach might have on other utilities and whether it would meet their needs. As discussed above, both PEF and FPL have options in their tariffs today under the existing rule. Also, FPL's GAF tariff has been suspended pending a Commission proceeding to determine whether the cost shifting is justified. FPL provided no cost-based justification at the workshop. The Towns indicated their study would not be completed until fall. Unless the Commission wishes to make a given option mandatory, staff believes the language staff has included in the proposed rule opens the door for a wide variety of approaches which each utility can tailor to its specific needs in a tariff.

If, however, the Commission chooses to include some specific rule language addressing the Underground Fee option, staff recommends that it be limited to basic concepts.

Possible rule language

Staff notes that the language below has not been discussed with any party and represents only staff's attempt to capture the concepts contained in PEF's and FPL's underground fee tariffs in a generalized form. The language, if appropriate, would be included in Rule 25-6.115, FAC.

Undergrounding Fee Option

(1) An Undergrounding Fee is defined as a mechanism for collection of the costs associated with the conversion of overhead electric distribution facilities to comparable underground facilities.

(2) Utilities shall offer through tariff the option for local governments, or other entities with legal authority to enforce assessments on current and future property or residents, to contract with the utility for the implementation of an Undergrounding Fee for a specified geographical area.

(3) The contracting authority would be responsible for the upfront payment of all costs incurred by the utility, as well as any additional cost associated with undergrounding of facilities.

(4) The costs to be recovered through the Undergrounding Fee shall be recovered through a charge on each current and future customer's bill who resides within the designated area for the life of the assessment. Such charge shall be considered a charge for electric service and non-payment may subject the customer to disconnection.

(5) The Undergrounding Fee tariff shall set forth all terms and conditions for exercising the Undergrounding Fee option.

Cost Impacts of Proposed Changes

The only proposed change that appears to have cost implications is the addition to subsection (11) requiring inclusion of life cycle operational costs separately for underground and overhead facilities. As noted in Rule 25-6.078, PEF and FPL listed a number of practical and philosophical hurdles to identifying and tracking these costs, but did not provide a dollar cost impact for compliance.

Conclusion

The proposed changes clarify existing language and make this rule consistent with Rules 25-6.064 and 25-6.078. Staff recommends that the Commission propose the rule amendments offered by staff. If the Commission chooses to go forward with more specific option language, the matter should be referred to a staff workshop for refinement of rule language.

Issue 9: Should the Commission propose a new rule on information sharing, as suggested by the Town of Jupiter and the Town of Palm Beach?

Recommendation: No. While the Towns raise some valid concerns about the need for utilities to share information to facilitate planning by local communities, the proposed rule language goes far beyond planning for construction and into system planning for capacity needs. The topic can be addressed in discussions on improvements in local liaison efforts directed by Order No. PSC-06-0351-PAA-EI. (Kummer, Harris)

Staff Analysis:

Rule Summary

In their post-workshop comments, the Towns requested a new rule that would require the investor-owned utilities to significantly increase the amount of information regarding planned and potential future relocations, replacements or rebuilding of overhead facilities to make available to all local entities who may be interested in converting existing overhead facilities to underground installations. Based on the suggested language, the Towns intend the broadest interpretation of "planned or contemplated" is intended. The requested information includes all construction project related correspondence with road departments and agencies as well as all similar communications with other providers of public service.

Staff is not recommending that the Commission propose this rule language at this time. We have, however, included a discussion of the points raised by the Towns as an example of the types of information at least two governmental entities think are necessary to allow them to adequately coordinate underground construction.

Who Can Request Information

Pursuant to this rule, any entity that is, or may be, considering an undergrounding project at any time in the future may request the information specified. There is no requirement for the entity requesting the information to be vested or otherwise active in a project, just to be considering it at potential future date. The suggested rule appears to unnecessarily insert any entity that may be considering an undergrounding project, however casually, into every step of the utility's internal planning process throughout its territory. Staff believes this places an unreasonable burden on the utility to devote time and resources responding to potentially speculative requests for very detailed information. Responding to numerous entities in this level of detail could delay vital internal planning processes or require additional personnel to comply.

The Information Utilities Would Be Required to Make Available

Subsection (1) of the rule suggested by the Towns states that the intent of the rule is to "make the maximum amount of information" regarding any and all "planned and potential future relocations, replacements or rebuilding of overhead facilities available" to all local entities who may be interested in converting existing overhead facilities to underground installations. The argument is that early coordination lowers the cost to all parties.

The information required includes "any potential projects that the utility may have begun to evaluate" even if the projects have not been approved by management and/or will not begin construction for several years. The utility would be required to provide, without limitation, any correspondence or information the utility may have with the Department of Transportation or any other utilities on such projects. This system-wide information would be in addition to any location-specific information on projects within the requesting entity's immediate geographical area. Staff believes requiring this level of detail to be available to any one who asks, for every project that might be discussed throughout the utility's territory for an indefinite time frame, is simply impractical as well as unreasonable, from both a time and cost standpoint. In addition, utility initial construction plans often change and one change may have a ripple effect on several projects. Providing detailed information to cities or counties about potential projects at too early a stage could result in costly premature decisions at the local level when utility plans have to change for operational or reliability needs.

Utility Coordination With Local Governments

Staff agrees that the utilities should coordinate and share information that is reasonably expected to be accurate and final with local governments in a timely manner. The Towns' suggested language extends this dialog to any and all potential applicants for any and all potential underground conversion projects, anywhere in the utility's territory. Staff believes the requirements suggested by the Towns go far beyond providing adequate information for city or county planning purposes. However, staff believes there must be middle ground that is not unacceptably burdensome to the utility and still provides adequate information to serious applicants to facilitate timely planning.

Local governments can improve utility planning by coordinating the interests of the various subdivisions and homeowner associations located within their jurisdiction and presenting a comprehensive package to the utility for discussion. Utilities can step up their information coordination efforts with the local government liaisons. Staff recommends that discussions continue on the topic of information sharing outside of the proceedings designed to address hardening, since the availability of information is an ongoing issue. The Commission has already ordered the utilities to review and enhance their local governmental liaison efforts to assist in efficient storm planning and restoration in Docket No. 060198-EI[9]. The appropriate level of information best suited to each government's needs can be established in those discussions. Therefore, Staff recommends that the Towns' suggested new rule is not ripe for consideration because there is ongoing activity on the same subject in another forum.

Conclusion

The Towns presented no analysis that the suggested new rule will result in improved efficiency or better coordination. Staff believes the proposed new rule establishes an unreasonable definition of required planning information and the extent to which it must be available. The investor-owned electric utilities have been directed to establish plans to address improved coordination with local governments and staff believes information sharing is better

[9] Docket No. 060198-EI, In re: Requirement for investor-owned electric utilities to file ongoing storm preparedness plans and implementation cost estimates.

addressed in that forum. Therefore, the Commission should not propose the Towns' suggested new rule at this time.

Issue 10: Should Docket 060172-EU be closed?

Recommendation: Yes, if the Commission approves staff recommendation in Issues 6, 7, and 8, and if no requests for hearing or comments are filed, the amendments to Rules 25-6.064, 25-6.078, and 25-6.115, as proposed should be filed for adoption with the Secretary of State and the docket should be closed. (Harris)

Staff Analysis: Unless comments or request for hearing are filed, the rules as proposed may be filed with the Secretary of State without further Commission action. The docket may then be closed.

Issue 11: Should Docket 0601793-EU be closed?

Recommendation: No. If the Commission approves staff's recommended amendments to Rules 25-6.034, 25-6.0345, and 25-6.064, in Issues 1, 5, and 6 respectively, F.A.C., and no comments or requests for hearing are filed, those rules should be filed with the Secretary of State for adoption. However, the docket should remain open and a hearing should be held on Rules 25-6.0341, 25-6.0342, and 25-6.0343, F.A.C. (Harris)

Staff Analysis: If the Commission approves staff's recommendation to propose amendments to Rules 25-6.034, 25-6.0345, and 25-6.064, F.A.C., the rules may be filed for adoption with the Secretary of State without further Commission action if no affected party files comments or requests a hearing within 21 days following publication of the notice of rulemaking. Based upon the number and nature of the post-workshop comments that have been filed concerning the subjects addressed by the three new rules, Rule 25-6.0341, Location of Utility Facilities, Rule 25-6.0342, Third-Party Attachment Standards and Procedures, and Rule 25-6.0343, Standards of Construction – Municipal Electric Utilities and Rural Electric Cooperatives, if the Commission decides to propose these rules, staff recommends keeping the docket open and scheduling a hearing. A hearing will provide all interested persons the opportunity to present evidence and argument on the rules. At the conclusion of the hearing, the Commission may either adopt the new rules with or without changes or withdraw the proposed rules. The docket may then be closed.

Exhibit A

Farmer, Dorothy

From: Farmer, Dorothy
Sent: Thursday, May 04, 2006 8:30 AM
To: 'jswickard@telwestservices.com'
Cc: 'David Mittle'
Subject: Florida Generic Change of Law Amendment

Importance: High


Tel West COL Cover 050406.doc


Tel West - FL Generic Amendmen..

BELLSOUTH®

Business Markets
675 West Peachtree Street, NE
Room 34S91BellSouth Center
Atlanta, GA 30375

Dorothy Farmer
404-927-7515
FAX: 404 529-7839

Sent Via Certified and Electronic Mail

May 4, 2006

Jeffrey K. Swickard
President
P. O. Box 9447
Seattle, Washington 98124

RE: Florida Generic Change of Law Amendment

Dear Mr. Swickard:

Attached is a revised amendment to implement the Florida Public Service Commission's ("FPSC") April 17, 2006 Second Order On Generic Proceeding in Docket No. 041269-TP Order No. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"). On February 7, 2006, the FPSC rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision), and on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b. Exhibit A to this amendment contains the contract language ordered by the FPSC on the vacated issues addressed in this docket.

The Second Order required that the amendments be filed with the FPSC by April 27, 2006. However, BellSouth has filed a motion to extend the filing date by 30 days, which will extend the filing date to May 19, 2006. As such, please print two copies of the signature page to the attached amendment, sign both, fax a copy of the signature page to me at 404.529.7839 by close of business on Wednesday, May 10, 2006, and mail both original signature pages to me at the following address:

Dorothy Farmer
34S91BellSouth Center
675 W Peachtree Street
Atlanta, GA 30375

Upon receipt of the signature pages, I will have them signed and return one (1) original to you.

If you have questions about the amendment, please contact me as soon as possible at 404.927-7515. I look forward to working with you to execute the amendment promptly.

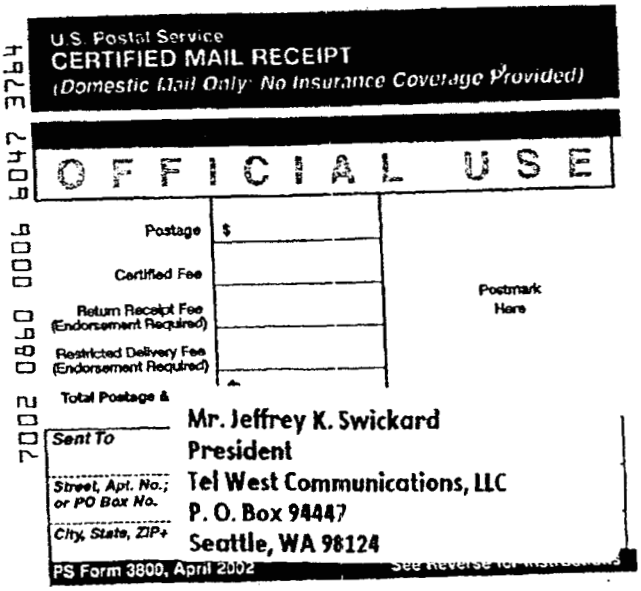
Sincerely,

Dorothy Farmer

Dorothy Farmer
Manager, Business Markets

Copy to: David Mittle

Attachment



U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

7002 0860 0006 6047 3764

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here

Sent To
Mr. Jeffrey K. Swickard
President
Tel West Communications, LLC

Street, Apt. No.; or PO Box No.
P. O. Box 94447

City, State, ZIP+4
Seattle, WA 98124

PS Form 3800, April 2002 See reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Jeffrey K. Swickard
President
Tel West Communications, LLC
P. O. Box 94447
Seattle, WA 98124

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Yang Vang ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 5/11/06

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 0860 0006 6047 3764

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7002 0860 0006 6047 3771

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: David Mittle
Street, Apt. No., or PO Box No.: Tel West Communications,LLC
City, State, ZIP+: 208 Maynard
Santa Fe,NM 87501

PS Form 3800, April 2002 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Mittle
Tel West Communications,LLC
208 Maynard
Santa Fe,NM 87501

SANTA FE, NM MAY 8 87501

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) DAVID MITTLE — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 0860 0006 6047 3771

PS Form 3811, February 2004 — Domestic Return Receipt — 102595-02-M-1540

Farmer, Dorothy

From: Don Taylor [dtaylor@telwestservices.com]
Sent: Monday, May 15, 2006 4:16 PM
To: Farmer, Dorothy
Subject: RE: Tel West Contact Change

Tel West is doing no marketing or sales in BellSouth states any longer, and is not trying to replace customers that leave, so the line count is going down steadily. For that reason, Jeff Swickard probably will not sign any more amendments or contracts. Jeff typically likes to leave his certifications in place even though he may have no customers, so I doubt if there will be a formal discontinuance of service even when all of the customers are gone.

Don

From: Farmer, Dorothy [mailto:Dorothy.Farmer@BellSouth.com]
Sent: Monday, May 15, 2006 1:01 PM
To: Don Taylor
Subject: RE: Tel West Contact Change
Importance: High

Don,

Do you know whether Tel West is going to discontinue service in the BellSouth region? I noticed that there are only 166 lines left with Tel West and I have not been able to get any amendment or the new contract signed.

Dorothy

-----Original Message-----
From: Don Taylor [mailto:dtaylor@telwestservices.com]
Sent: Monday, May 15, 2006 3:58 PM
To: Farmer, Dorothy
Cc: David Mittle
Subject: Tel West Contact Change

Dorothy:

Effective June1, 2006 I will no longer be the contact for Tel West. Please contact David Mittle regarding any BellSouth contract or negotiations issues. He can be reached as follows:

David Mittle, Attorney
208 Maynard
Santa Fe, NM 87502
(505) 982-4021
dmittle@telwestservices.com

Donald O. Taylor
Tel West Communications
206-577-6343

Amendment to the Agreement
Between
Tel West Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated July 17, 2003

Pursuant to this Amendment, (the "Amendment"), Tel West Communications, LLC (Tel West), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 17, 2003 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B **and C** hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed

to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

6. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

8. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**Tel West Communications, LLC**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Tel West as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those Tel West DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Tel West at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 Tel West may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for Tel West's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base and Tel West's Excess DS1 and DS3 Loops equal to the higher of:

Amendment to the Agreement
Between
Tel West Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated July 17, 2003

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WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B **and C** hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed

to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

6. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

8. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**Tel West Communications, LLC**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Tel West as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those Tel West DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Tel West at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 Tel West may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for Tel West's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

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1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4 2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base and Tel West's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) Tel West's Embedded Base and (2) Tel West's Excess DS1 and DS3 Loops. Tel West shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 Tel West shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a Tel West chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled.

1.8.1 If Tel West submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If Tel West fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Tel West to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Tel West as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Tel West at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to Tel West's Embedded Base and Tel West shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 Tel West shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. Tel West may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the

Embedded Base Dark Fiber Loops. If Tel West chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled.

2.2.6.1 If Tel West submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If Tel West fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify Tel West's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

3. Local Switching

3.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 3 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 3.3 below.

3.2 BellSouth shall not be required to unbundle local circuit switching for Tel West for a particular End User when Tel West: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Miami, FL; Orlando, FL; and Ft. Lauderdale, FL; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Tel West is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Tel West or transitioned by Tel West, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

3.3 Transition for Local Switching

3.3.1 For purposes of this Section 3, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.3.2 For the purposes of this Section 3.3, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Tel West as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements (signaling networks, call-related databases, and shared transport) that are required to be provided in conjunction with Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Section 3. The Transition Period shall apply only to Tel West's Embedded Base and Tel West shall not place new orders for Local Switching pursuant to this Agreement.

3.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base of Local Switching equal to the higher of:

3.3.4.1 The rate at which during Tel West leased that combination of elements on June 15, 2004, plus one dollar; or

3.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

3.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 3.3.4.

3.4. Tel West must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions on or before March 10, 2006. Tel West may transition from these Local Switching elements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Local Switching.

3.4.1 If Tel West submits the spreadsheets specified in Section 3.4 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

3.4.2 If Tel West fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify Tel West's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable UNE disconnect charges as set forth in this Agreement.

3.5 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

3.6 The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

3.7 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Tel West.

4. UNE-P

4.1 DS0 Local Switching, in combination with a Loop and Common (Shared) Transport (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section.

4.3 Transition Period for UNE-P

4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for Tel West as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Tel West's Embedded Base and Tel West shall not place new orders for UNE-P pursuant to this Agreement.

4.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base of Local Switching equal to the higher of:

4.3.4.1. The rate at which during Tel West leased that combination of elements on June 15, 2004, plus one dollar; or

4.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 4.3.4.

4.3.5 Tel West must submit orders or spreadsheets, or if converting to UNE Loops must use the Bulk Migration process, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions on or before March 10, 2006. Tel West may transition from these UNE-P arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of UNE-P.

4.3.5.1 If Tel West submits the orders or spreadsheets specified in Section 4.3.5 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

4.3.5.2 If Tel West fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify Tel West's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

4.3.5.3 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.

4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for Tel West's UNE-P. BellSouth will not bill Tel West for 911 surcharges. Tel West is responsible for paying all 911 surcharges to the applicable governmental agency.

5. Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Tel West, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Tel West. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to Tel West unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Tel West as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Tel West as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Tel West DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for Tel West's Embedded Base during the Transition Period:

5.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

5.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

5.2.5.3 Tel West may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

5.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Tel West's Embedded Base Entrance Facilities and only during the Transition Period.

5.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base of DS1 and DS3 Dedicated Transport and for Tel West's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:

5.2.8.1 115% of the rate paid for that element on June 15, 2004; or

5.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.9 The Transition Period shall apply only to (1) Tel West's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) Tel West's Excess DS1 and DS3 Dedicated Transport. Tel West shall not add new Entrance Facilities pursuant to this Agreement. Further, Tel West shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement.

5.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

5.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

5.2.12 No later than March 10, 2006 Tel West shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 17. Tel West may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Tel West chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

5.2.12.1 If Tel West submits the spreadsheets specified in Section 5.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.2.12.2 If Tel West fails to submit the spreadsheet(s) specified in Section 5.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Tel West's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

5.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for Tel West as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Tel West as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.3 only for Tel West's Embedded Base during the Transition Period:

5.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

5.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 5.3.6 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

5.3.8.1 115% of the rate paid for that element on June 15, 2004; or

5.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.3.8.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 5.3.8.

5.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Tel West's Embedded Base Entrance Facilities as set forth in this Section 5.3.8.

5.3.9 The Transition Period shall apply only to Tel West's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Tel West shall not add new Dark Fiber

Transport as described in this Section 5.3. Tel West shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

5.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 5.3.6, BellSouth will not be required to provide Tel West future access to Dark Fiber Transport from those wire centers.

5.3.11 No later than September 10, 2006 Tel West shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 17. Tel West may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Tel West chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

5.3.11.1 If Tel West submits the spreadsheets specified in Section 5.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.3.11.2 If Tel West fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Tel West's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

6. Loops/Transport

6.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

6.2 (i) Business Line

6.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

6.3 (ii) Fiber-Based Collocation

6.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

6.4 (iii) Building

6.4.1. For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For

instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.5 (iv) Route

6.5.1 The definition of a route is as defined in Section 5.1 of this Exhibit A.

7.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

7.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

7.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

7.1.3 BellSouth and Tel West agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

7.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	

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WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

8. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

9. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

10. Except to the extent expressly provided otherwise in this Attachment, Tel West may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Tel West has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Tel West with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by Tel West within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Tel West fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

11. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Tel West shall undertake a reasonably diligent inquiry to determine whether Tel West is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Tel West self-certifies that to the best of Tel West's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Tel West's self-certification. To the extent BellSouth believes that such request does not comply

with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Tel West the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, Tel West shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

12. In the event that (1) BellSouth designates a wire center as non-impaired, (2) Tel West converts existing UNEs to other services or orders new services as services other than UNEs, (3) Tel West otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Tel West, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Tel West the difference between the rate paid by Tel West for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

13.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

13.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

13.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Tel West in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of

BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Tel West shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Tel West chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.7.1 If Tel West submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

13.7.2 If Tel West fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Tel West's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

13.8 <u>Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future</u>

13.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.6 above, but that were not included in the Initial Wire Center List,

BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 11 above.

13.8.3 For purposes of Section 13.8, BellSouth shall make available dark fiber transport that was in service for Tel West in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Tel West shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Tel West chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Tel West's total special access circuits and apply any discounts to which Tel West is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.8.6.1 If Tel West submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

13.8.6.2 If Tel West fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Tel West's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Tel West's customers' service.

14. Tel West may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Tel West, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

15. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

16. Commingling of Services

16.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Tel West has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Tel West must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

16.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

16.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

16.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

16.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

17. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

17.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Tel West pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Tel West pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Tel West. A Conversion shall be considered termination for

purposes of any volume and/or term commitments and/or grandfathered status between Tel West and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 17.3 below.

17.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

17.3 Ordering Guidelines and Processes

17.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Tel West should refer to the "Guides" section of the BellSouth Interconnection Web site.

17.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

17.3.3 The provisioning of Network Elements, Combinations and Other Services to Tel West's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Tel West's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

17.3.4 Any pending conversions shall be effective on the effective date of this agreement.

18. Line Splitting

18.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

18.2 Line Splitting – UNE-L. If Tel West provides its own switching or obtains switching from a third party, Tel West may engage in line splitting arrangements with another CLEC using a splitter, provided by Tel West, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

18.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

18.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Tel West owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

18.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

18.3 CLEC Provided Splitter – Line Splitting – UNE-L

18.3.1 To order High Frequency Spectrum on a particular Loop, Tel West must have a DSLAM collocated in the central office that serves the End User of such Loop.

18.3.2 Tel West may purchase, install and maintain central office POTS splitters in its collocation arrangements. Tel West may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

18.3.2 Any splitters installed by Tel West in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Tel West may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

18.4 Maintenance – Line Splitting – UNE-L

18.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

18.5 Indemnification

18.5.1 Tel West shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

18.6 Network Modifications

18.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

19. Call Related Databases and Signaling

19.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Tel West pursuant to this Agreement.

19.1.1 Such unbundled access is only available until March 10, 2006.

19.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

19.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Tel West's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Tel West.

19.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

19.3 LIDB

19.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Tel West must purchase appropriate signaling links pursuant to Section 19.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-

proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

19.3.2 Technical Requirements

19.3.2.1 BellSouth will offer to Tel West any additional capabilities that are developed for LIDB during the life of this Agreement.

19.3.2.2 BellSouth shall process Tel West's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Tel West what additional functions (if any) are performed by LIDB in the BellSouth network.

19.3.2.3 Within two (2) weeks after a request by Tel West, BellSouth shall provide Tel West with a list of the customer data items, which Tel West would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

19.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

19.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

19.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

19.3.2.7 All additions, updates and deletions of Tel West data to the LIDB shall be solely at the direction of Tel West. Such direction from Tel West will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

19.3.2.8 BellSouth shall provide priority updates to LIDB for Tel West data upon Tel West's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

19.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Tel West customer records will be missing from LIDB, as measured by Tel West audits. BellSouth will audit Tel West records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Tel West contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Tel West within

one (1) business day of audit. Once reconciled records are received back from Tel West, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Tel West to negotiate a time frame for the updates, not to exceed three (3) business days.

19.3.2.10 BellSouth shall perform backup and recovery of all of Tel West's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

19.3.2.11 BellSouth shall provide Tel West with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Tel West and BellSouth.

19.3.2.12 BellSouth shall prevent any access to or use of Tel West data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Tel West in writing.

19.3.2.13 BellSouth shall provide Tel West performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Tel West at least at parity with BellSouth Customer Data. BellSouth shall obtain from Tel West the screening information associated with LIDB Data Screening of Tel West data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Tel West under the BFR/NBR Process as set forth in Attachment 11.

19.3.2.14 BellSouth shall accept queries to LIDB associated with Tel West customer records and shall return responses in accordance with industry standards.

193.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

19.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

19.3.2.17 Interface Requirements

19.3.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

19.3.17.2 The interface to LIDB shall be in accordance with the technical references contained within.

19.3.17.3 The CCS interface to LIDB shall be the standard interface described herein.

19.3.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

19.3.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Tel West shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Tel West shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

19.4 Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

19.4.1 Signaling Link Transport Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Tel West designated SPOI that provide appropriate physical diversity.

19.4.2 Technical Requirements

19.4.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

19.4.2.2 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and

19.4.2.3 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

19.4.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

19.4.2.4.1 An A-link layer shall consist of two (2) links; and

19.4.2.4.2 A B-link layer shall consist of four (4) links.

19.4.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

19.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

19.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

19.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Tel West's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

19.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

19.5.1 Technical Requirements

19.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

19.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

19.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Tel West local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Tel West local STPs and the STPs that provide

connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

19.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Tel West or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Tel West database, then Tel West agrees to provide BellSouth with the Destination Point Code for Tel West database.

19.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

19.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Tel West or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

19.6 SS7

19.6.1 When technically feasible and upon request by Tel West, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Tel West's SS7 network to exchange TCAP queries and responses with a Tel West SCP.

19.6.2 SS7 AIN Access shall provide Tel West SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Tel West SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Tel West SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

19.6.3 Interface Requirements

19.6.3.1 BellSouth shall provide the following STP options to connect Tel West or Tel West-designated Local Switching systems to the BellSouth SS7 network:

19.6.3.1.1 An A-link interface from Tel West Local Switching systems; and

19.6.3.1.2 A B-link interface from Tel West local STPs.

19.6.4 Each type of interface shall be provided by one or more layers of signaling links.

19.6.5 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

19.6.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

19.6.7 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

19.6.8 Message Screening

19.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from Tel West local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Tel West switching system has a valid signaling relationship.

19.6.8.2 BellSouth shall set message screening parameters so as to pass valid messages from Tel West local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Tel West switching system has a valid signaling relationship.

19.6.8.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Tel West from any signaling point or network interconnected through BellSouth's SS7 network where the Tel West SCP has a valid signaling relationship.

19.7 SCP/Databases

19.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

19.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

19.7.3 Technical Requirements for SCPs/Databases

19.7.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

19.7.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

19.7.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

19.7.4. LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

19.7.5 CNAM Database Service

19.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Tel West the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

19.7.5.2 Tel West shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Tel West's access to BellSouth's CNAM Database Services and shall be addressed to Tel West's Local Contract Manager.

19.7.5.3 Tel West's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis

only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

19.7.5.4 For each Tel West End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 19.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to Tel West's End User. Tel West shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Tel West End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Tel West shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Tel West's End Users.

19.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Tel West at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Tel West's End Users with the Caller ID feature.

19.7.6 SCE/SMS AIN Access

19.7.6.1 BellSouth's SCE/SMS AIN Access shall provide Tel West the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

19.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Tel West. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

19.7.6.3 BellSouth SCP shall partition and protect Tel West service logic and data from unauthorized access.

19.7.6.4 When Tel West selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Tel West to use BellSouth's SCE/SMS AIN Access to create and administer applications.

19.7.6.5 Tel West access will be provided via remote data connection (e.g., dial-in, ISDN).

19.7.6.6 BellSouth shall allow Tel West to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

19.7.7 Automatic Location Identification/Data Management System

20. 911 and E911 Databases

20.1 BellSouth shall provide Tel West with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

20.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Tel West will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 20.3.1 below.

20.3 Technical Requirements

20.3.1 BellSouth's 911 database vendor shall provide Tel West the capability of providing updates to the ALI/DMS database through a specified electronic interface. Tel West shall contact BellSouth's 911 database vendor directly to request interface. Tel West shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Tel West and BellSouth shall not be liable for the transactions between Tel West and BellSouth's 911 database vendor.

20.3.2 It is Tel West's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

20.3.3 Tel West shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

20.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Tel West, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Tel West to assume responsibility for such records.

20.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Tel West that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Tel West shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Tel West within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Tel West shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Tel West's records.

21. 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

21.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

21.2 The database capability allows Tel West to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the Tel West PBX 911 End User station telephone number for the 911 call that is placed by the End User.

21.3. Tel West may order either the database capability or the transport component as desired or Tel West may order both components of the service.

21.4 911 PBX Locate Database Capability. Tel West's End User or Tel West's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

21.5 Ordering, provisioning, testing and maintenance shall be provided by Tel West pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

21.6 Tel West's End User, or Tel West's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Tel West to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Tel West should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Tel West's End User, or Tel West's End User DMA under the terms of 911 PBX Locate product.

21.7 Tel West must provision all PBX station numbers in the same LATA as the E911 tandem.

21.8 Tel West agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Tel West's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Tel West or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or willful misconduct. Tel West is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Tel West's End User or DMA pursuant to these terms. Specifically, Tel West's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

21.9 Tel West may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Tel West's End Users' telephone numbers for which it has direct management authority.

21.10 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Tel West to order a CAMA type dedicated trunk from Tel West's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

21.11 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Tel West's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Tel West is responsible for connectivity between the End User's PBX and Tel West's switch or POP location. Tel West will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Tel West purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Tel West is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

21.12 Ordering and Provisioning. Tel West will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

21.13 Testing and maintenance shall be provided by Tel West pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

21.14 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A to Attachment 2 of the Agreement. Trunks and facilities for 911 PBX Locate transport component may be ordered by Tel West pursuant to the terms and conditions set forth in Attachment 3 of the Agreement.

22. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

22.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

23. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Tel Westwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

24. Routine Network Modifications

24.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

24.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote

for the request and, upon receipt of payment from Tel West, BellSouth will perform the RNM.

25. Line Conditioning

25.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

25.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

25.3 Any copper loop being ordered by Tel West which has over 6,000 feet of combined bridged tap will be modified, upon request from Tel West, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Tel West. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

25.4 Tel West may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

25.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

25.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

25.7 If Tel West requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Tel West will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

25.8 Tel West will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Tel West desires BellSouth to condition.

25.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Tel West, Tel West will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Tel West is available at the location for which the ULM was requested, Tel West will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Tel West will not be charged for ULM but will only be charged the service order charges for submitting an order.

26. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Tel West on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

26.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Tel West. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

27. <u>EELs Audit provisions</u>

27.1 BellSouth may, on an annual basis audit Tel West's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to Tel West. Such Notice of Audit will be delivered to Tel West no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA)

which will require the auditor to perform an "examination engagement" and issue an opinion regarding Tel West's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Tel West complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

27.3 To the extent the independent auditor's report concludes that Tel West failed to comply with the service eligibility criteria, Tel West must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

27.4 To the extent the independent auditor's report concludes that Tel West failed to comply in all material respects with the service eligibility criteria, Tel West shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Tel West did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Tel West for its reasonable and demonstrable costs associated with the audit. Tel West will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

28. Tel West shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

29. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Tel West may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

30. Subloop Elements.

30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

30.2 Unbundled Subloop Distribution (USLD)

30.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

30.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

30.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

30.2.4 If Tel West requests a UCSL and it is not available, Tel West may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

30.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

30.2.6 Upon request for USLD-INC from Tel West, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Tel West's use on this cross-connect panel. Tel West will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

30.2.7 For access to Voice Grade USLD and UCSL, Tel West shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Tel West's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Tel West is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Tel West's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

30.2.9 The site set-up must be completed before Tel West can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Tel West's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

30.2.10 Once the site set-up is complete, Tel West will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Tel West requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Tel West for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

30.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

30.3 Unbundled Network Terminating Wire (UNTW)

30.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

30.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

30.3.3 Requirements

30.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

30.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

30.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Tel West does own or control such wiring, Tel West will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Tel West.

30.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Tel West for each pair activated commensurate to the price specified in Tel West's Agreement.

30.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a

meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

30.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

30.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

30.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

30.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

30.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

30.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	181.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.88	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.78	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.80	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.67										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.67										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2: Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Exhibit B

Goodman, Shemega

From: Goodman, Shemega
Sent: Thursday, May 04, 2006 2:24 PM
To: 'awesome@surfbest.net'
Subject: Awesome - FL Change of Law Amendment

Importance: High

Marvin,

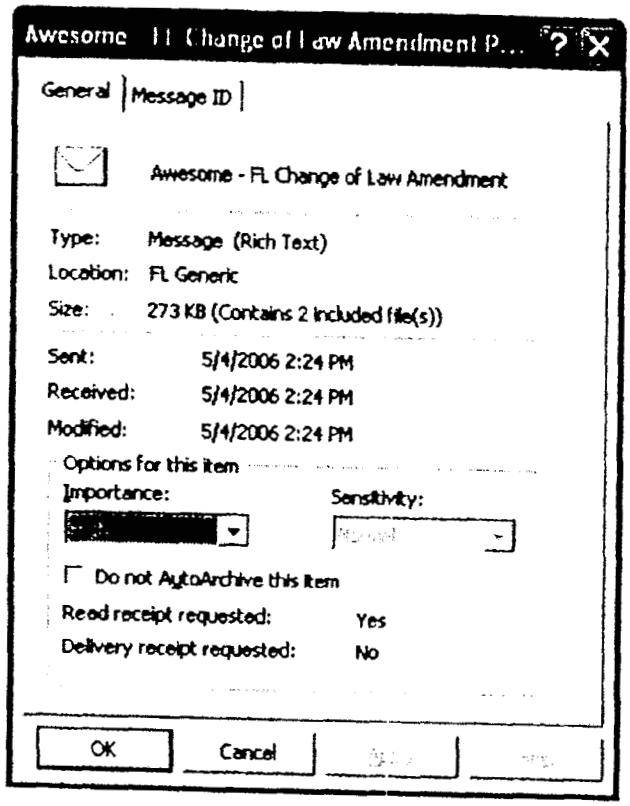
Please see the attached.


Awesome FL COL Cover 5.4.06.pd...


Awesome FL COL 5.4.06.pdf (220...

Shemega Goodman
BellSouth Interconnection Services
675 West Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375
404-927-7571

If you have received this message in error or do not wish to receive future commercial electronic mail messages from BellSouth Interconnection Services visit <http://contactmanage.bellsouth.com/interconnection/optout/index.asp> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375


Awesome - FL Change of Law Amendment P...
General
Message ID
Awesome - FL Change of Law Amendment
Type: Message (Rich Text)
Location: FL Generic
Size: 273 KB (Contains 2 included file(s))
Sent: 5/4/2006 2:24 PM
Received: 5/4/2006 2:24 PM
Modified: 5/4/2006 2:24 PM
Options for this item
Importance:
Sensitivity:
Do not AutoArchive this item
Read receipt requested: Yes
Delivery receipt requested: No
OK
Cancel

BellSouth Interconnection Services
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Sent Via Certified and Electron

May 4, 2006

Marvin Barnwell
President
3455 Wrightsboro Road
Suite C
Augusta, GA 30909

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Marvin Barnwell, President
Awesome Communications, Inc.
3455 Wrightsboro Road
Suite C
Augusta, GA 30909

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Mer
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

2. Article Number (Transfer from s) 7002 0860 0006 6047 4082

PS Form 3811, February 2004 Domestic Return Receipt 102595-

RE: Florida Generic Change of Law Amendment

Dear Marvin:

Attached is a revised amendment to implement the Florida Public Service Commission's ("FPSC") April 17, 2006 Second Order On Generic Proceeding in Docket No. 041269-TP Order No. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"). On February 7, 2006, the FPSC rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision), and on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b. Exhibit A to this amendment contains the contract language ordered by the FPSC on the vacated issues addressed in this docket.

The Second Order required that the amendments be filed with the FPSC by April 27, 2006. However, BellSouth has filed a motion to extend the filing date by 30 days, which will extend the filing date to May 19, 2006. As such, please print two copies of the signature page to the attached amendment, sign both, fax a copy of the signature page to me at 404.529.7839 by close of business on Wednesday, May 10, 2006, and mail both original signature pages to me at the following address:

Shemega Goodman
34S91
675 W Peachtree Street
Atlanta, GA 30375

Upon receipt of the signature pages, I will have them signed and return one original to you.

If you have questions about the amendment, please contact me as soon as possible at 404.927-7571. I look forward to working with you to execute the amendment promptly.

Sincerely,

Shemega Goodman
Manager, Interconnection Services
Attachment

Amendment to the Agreement
Between
Awesome Communications Incorporated
and
BellSouth Telecommunications, Inc.
Dated May 2, 2002

Pursuant to this Amendment, (the "Amendment"), Awesome Communications Incorporated (ACI), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 2, 2002 (Agreement).

WHEREAS, BellSouth and ACI have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on May 1, 2005; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b;

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"), rendering decisions on the issues previously vacated;

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Section 2 of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.

2. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

3. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

4. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

5. The Parties hereby agree to delete the following rates from Attachment 2, Exhibit B of the Agreement:

   8XX Access Ten Digit Screening
   Line Information Data Base (LIDB) Access
   Calling Name (CNAM) Service
   Unbundled Local Switching
   Unbundled Port/loop Combinations
   Selective Routing
   AIN Selective Carrier Routing
   AIN – BellSouth AIN SIMS Access Service

6. The Parties also hereby agree to delete the following provisions and associated rates from Attachment 7 of the Agreement:

   Optional Daily Usage File (ODUF);
   Access Daily Usage File (ADUF);
   Enhanced Optional Daily Usage File (EODUF) in their entirety

7. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

8. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

9. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

11. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**Awesome Communications Incorporated**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for ACI as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those ACI DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ACI at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 ACI may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for ACI's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base and ACI's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) ACI's Embedded Base and (2) ACI's Excess DS1 and DS3 Loops. ACI shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 ACI shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a ACI chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled.

1.8.1 If ACI submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If ACI fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACI's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ACI to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for ACI as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ACI at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to ACI's Embedded Base and ACI shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 ACI shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. ACI may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If ACI chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled.

2.2.6.1 If ACI submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If ACI fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify ACI's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACI's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ACI, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ACI. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to ACI unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for ACI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for ACI as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those ACI DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for ACI's Embedded Base during the Transition Period:

3.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

3.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

3.2.5.3 ACI may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <ACI's Embedded Base Entrance Facilities and only during the Transition Period.

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base of DS1 and DS3 Dedicated Transport and for ACI's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) ACI's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) ACI's Excess DS1 and DS3 Dedicated Transport. ACI shall not add new Entrance Facilities pursuant to this Agreement. Further, ACI shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 ACI shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. ACI may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ACI chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If ACI submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If ACI fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify ACI's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the

equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACI's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for ACI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for ACI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for ACI's Embedded Base during the Transition Period:

3.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of

this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit B Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACI's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to ACI's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. ACI shall not add new Dark Fiber Transport as described in this Section 3.3. ACI shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide ACI future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 ACI shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. ACI may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ACI chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If ACI submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.3.11.2 If ACI fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify ACI's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACI's customers' service.

4. Loops/Transport

4.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

4.2 (i) Business Line

4.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

4.3 (ii) Fiber-Based Collocation

4.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications

equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

5.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

5.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

5.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

5.1.3 BellSouth and ACI agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

5.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	

Version: FL COL Amendment
CLEC with CA & No Amended IA
04/27/06

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

8. Except to the extent expressly provided otherwise in this Attachment, ACI may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that ACI has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide ACI with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by ACI within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If ACI fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ACI shall undertake a reasonably diligent inquiry to determine whether ACI is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ACI self-certifies that to the best of ACI's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon ACI's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill ACI the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, ACI shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) ACI converts existing UNEs to other services or orders new services as services other than UNEs, (3) ACI otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time

BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of ACI, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund ACI the difference between the rate paid by ACI for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for ACI in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, ACI shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ACI chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and

Transport once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.7.1 If ACI submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

11.7.2 If ACI fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACI's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACI's customers' service.

11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for ACI in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List ACI shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ACI chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within ACI's total special access circuits and apply any discounts to which ACI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.8.6.1 If ACI submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

11.8.6.2 If ACI fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACI's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACI's customers' service.

12. ACI may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to ACI, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ACI has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ACI must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

14.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

14.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

14.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ACI pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to ACI pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from ACI. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ACI and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ACI should refer to the "Guides" section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to ACI's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with ACI's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15.3.4 Any pending conversions shall be effective on the effective date of this agreement.

16. Line Splitting

16.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. If ACI provides its own switching or obtains switching from a third party, ACI may engage in line splitting arrangements with another CLEC using a splitter, provided by ACI, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When ACI owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

16.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, ACI must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 ACI may purchase, install and maintain central office POTS splitters in its collocation arrangements. ACI may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.2 Any splitters installed by ACI in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ACI may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

16.5 Indemnification

16.5.1 ACI shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

17.1 BellSouth shall provide ACI with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ACI will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide ACI the capability of providing updates to the ALI/DMS database through a specified electronic interface. ACI shall contact BellSouth's 911 database vendor directly to request interface. ACI shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ACI and BellSouth shall not be liable for the transactions between ACI and BellSouth's 911 database vendor.

17.3.2 It is ACI's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

17.3.3 ACI shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ACI, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ACI to assume responsibility for such records.

17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ACI that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days.

ACI shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ACI within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ACI shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ACI's records.

18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End

User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

19. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide ACIwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

19.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

20. Routine Network Modifications

20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit B Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit B to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from ACI, BellSouth will perform the RNM.

21. Line Conditioning

21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

21.3 Any copper loop being ordered by ACI which has over 6,000 feet of combined bridged tap will be modified, upon request from ACI, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no

additional charge to ACI. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit B to Attachment 2 of the Agreement.

21.4 ACI may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit B to Attachment 2 of the Agreement.

21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

21.7 If ACI requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ACI will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

21.8 ACI will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ACI desires BellSouth to condition.

21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for ACI, ACI will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ACI is available at the location for which the ULM was requested, ACI will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ACI will not be charged for ULM but will only be charged the service order charges for submitting an order.

22. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to ACI on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by ACI. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. EELs Audit provisions

23.1 BellSouth may, on an annual basis audit ACI's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to ACI. Such Notice of Audit will be delivered to ACI no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding ACI's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether ACI complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

23.3 To the extent the independent auditor's report concludes that ACI failed to comply with the service eligibility criteria, ACI must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

23.4 To the extent the independent auditor's report concludes that ACI failed to comply in all material respects with the service eligibility criteria, ACI shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that ACI did comply in all material respects with the service eligibility criteria, BellSouth will reimburse ACI for its reasonable and demonstrable costs associated with the audit. ACI will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

24. ACI shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

25. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that ACI may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

26. Subloop Elements.

26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

26.2 Unbundled Subloop Distribution (USLD)

26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

26.2.4 If ACI requests a UCSL and it is not available, ACI may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

26.2.6 Upon request for USLD-INC from ACI, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for ACI's use on this cross-connect panel. ACI will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, ACI shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. ACI's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by ACI is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ACI's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

26.2.9 The site set-up must be completed before ACI can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice ACI's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

26.2.10 Once the site set-up is complete, ACI will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when ACI requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by ACI for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

26.3 Unbundled Network Terminating Wire (UNTW)

26.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and ACI does own or control such wiring, ACI will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to ACI.

26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate ACI for each pair activated commensurate to the price specified in ACI's Agreement.

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the

manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	81.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	81.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.30	313.75	181.48	81.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
				UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TU8, ULDVX, ULDD1, ULDD3,												
	Commingling Authorization			ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.56	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.82	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.82	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.82	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

Exhibit C

Allen-Flood, Lynn

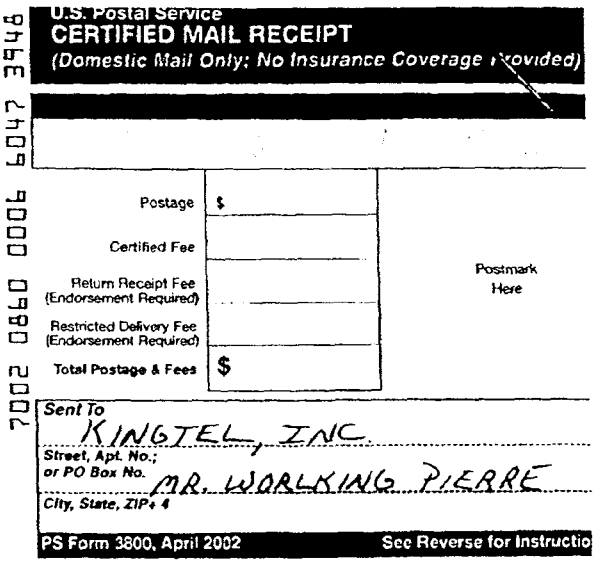
From: Allen-Flood, Lynn
Sent: Thursday, May 04, 2006 2:58 PM
To: 'kingtel@mail.com'; 'kingtel@usa.com'
Cc: Allen-Flood, Lynn
Subject: KingTel and BellSouth/Florida Change of Law Amendment including Vacated Elements

Importance: High

Attachments: FL COL LETTER 5 4 06.doc; KingTel FL COL ICA Amdmt 5 4 06.pdf




FL COL LETTER 5 4 06.doc (50 K... KingTel FL COL ICA Amdmt 5 4 0...



Business Markets
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Sent Via Certified and Electronic Mail

May 4, 2006

Mr. Worlking Pierre
President
KingTel, Inc.
P. O. Box 5416
Lighthouse Point, FL 33074

RE: Florida Generic Change of Law Amendment

Dear Mr. Pierre:

Attached is a revised amendment to implement the Florida Public Service Commission's ("FPSC") April 17, 2006 Second Order On Generic Proceeding in Docket No. 041269-TP Order No. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"). On February 7, 2006, the FPSC rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision), and on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b. Exhibit A to this amendment contains the contract language ordered by the FPSC on the vacated issues addressed in this docket as well as the language ordered previously by the FPSC.

The Second Order required that the amendments be filed with the FPSC by April 27, 2006. However, BellSouth has filed a motion to extend the filing date by 30 days, which will extend the filing date to May 19, 2006. As such, please print two copies of the signature page to the attached amendment, sign both, fax a copy of the signature page to me at 404.529.7839 by close of business on Wednesday, May 10, 2006, and mail both original signature pages to me at the following address:

Lynn Allen-Flood
34S91
675 W Peachtree Street
Atlanta, GA 30375

Upon receipt of the signature pages, I will have them signed and return one original to you.

If you have questions about the amendment, please contact me as soon as possible at 404.927-1376. I look forward to working with you to execute the amendment promptly.

Sincerely,

Lynn Allen-Flood
Manager, Business Markets

Attachment

UNITED STATES POSTAL SERVICE®

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Search Results

Label/Receipt Number: **7002 0860 0006 6047 3948**
Status: **Delivered**

Your item was delivered at 3:09 pm on May 11, 2006 in POMPANO BEACH, FL 33064.

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Allen-Flood, Lynn

From: "Postmaster"
Sent: Thursday, May 04, 2006 2:59 PM
To: Allen-Flood, Lynn
Subject: Delivery Notification for <kingtel@mail.com>

Attachments: ATT279343.txt; KingTel and BellSouth/Florida Change of Law Amendment including Vacated Elements




ATT279343.txt (413 B) KingTel and ellSouth/Florida .

This is a delivery status notification, automatically generated by MTA aismt08p.bellsouth.com on Thu, 04 May 2006 14:59:02 -0400 Regarding recipient(s) : kingtel@mail.com Delivery status : Failed. Message could not be delivered to the domain - mail.com. Failed to accept the recipients.
MTA Response :550
The original message headers are included as attachment.

Allen-Flood, Lynn

From: "Postmaster"
Sent: Thursday, May 04, 2006 3:00 PM
To: Allen-Flood, Lynn
Subject: Delivery Notification for <kingtel@usa.com>

Attachments: ATT279353.txt; KingTel and BellSouth/Florida Change of Law Amendment including Vacated Elements




ATT279353.txt (410 B) KingTel and ellSouth/Florida .

This is a delivery status notification, automatically generated by MTA aismt08p.bellsouth.com on Thu, 04 May 2006 15:00:00 -0400 Regarding recipient(s) : kingtel@usa.com Delivery status : Failed. Message could not be delivered to the domain - usa.com. Failed to accept the recipients.
MTA Response :550
The original message headers are included as attachment.

Amendment to the Agreement
Between
KingTel, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 5, 2004

Pursuant to this Amendment, (the "Amendment"), KingTel, Inc. (KingTel), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 5, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b;

WHEREAS, on April 17. 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"), rendering decisions on the issues previously vacated;

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

1. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

2. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

3. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

4. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

7. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**KingTel, Inc.**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for KingTel as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those KingTel DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to KingTel at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 KingTel may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for KingTel's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base and KingTel's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) KingTel's Embedded Base and (2) KingTel's Excess DS1 and DS3 Loops. KingTel shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 KingTel shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a KingTel chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled.

1.8.1 If KingTel submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If KingTel fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for KingTel to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for KingTel as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for KingTel at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to KingTel's Embedded Base and KingTel shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 KingTel shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. KingTel may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If KingTel chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled.

2.2.6.1 If KingTel submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If KingTel fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify KingTel's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by KingTel, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to KingTel. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to KingTel unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for KingTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for KingTel as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those KingTel DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for KingTel's Embedded Base during the Transition Period:

3.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

3.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

3.2.5.3 KingTel may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <KingTel's Embedded Base Entrance Facilities and only during the Transition Period.

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base of DS1 and DS3 Dedicated Transport and for KingTel's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) KingTel's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) KingTel's Excess DS1 and DS3 Dedicated Transport. KingTel shall not add new Entrance Facilities pursuant to this Agreement. Further, KingTel shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 KingTel shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. KingTel may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a KingTel chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If KingTel submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If KingTel fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify KingTel's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for KingTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for KingTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for KingTel's Embedded Base during the Transition Period:

3.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for KingTel's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to KingTel's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. KingTel shall not add new Dark Fiber Transport as described in this Section 3.3. KingTel shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide KingTel future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 KingTel shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. KingTel may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a KingTel chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If KingTel submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.3.11.2 If KingTel fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify KingTel's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in

this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

4. Loops/Transport

4.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

4.2 (i) Business Line

4.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

4.3 (ii) Fiber-Based Collocation

4.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's

tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

5.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

5.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

5.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

5.1.3 BellSouth and KingTel agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

5.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

8. Except to the extent expressly provided otherwise in this Attachment, KingTel may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that KingTel has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide KingTel with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by KingTel within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If KingTel fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, KingTel shall undertake a reasonably diligent inquiry to determine whether KingTel is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, KingTel self-certifies that to the best of KingTel's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon KingTel's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in

accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill KingTel the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, KingTel shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) KingTel converts existing UNEs to other services or orders new services as services other than UNEs, (3) KingTel otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of KingTel, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund KingTel the difference between the rate paid by KingTel for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 <u>DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future</u>

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for KingTel in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, KingTel shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a KingTel chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.7.1 If KingTel submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

11.7.2 If KingTel fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify KingTel's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark

Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for KingTel in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List KingTel shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a KingTel chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within KingTel's total special access circuits and apply any discounts to which KingTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.8.6.1 If KingTel submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

11.8.6.2 If KingTel fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify KingTel's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to KingTel's customers' service.

12. KingTel may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to KingTel, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that KingTel has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. KingTel must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

14.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

14.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

14.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to KingTel pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to KingTel pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from KingTel. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between KingTel and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, KingTel should refer to the "Guides" section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnect.on.bellsouth.conv/guides/html/unes.html.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to KingTel's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with KingTel's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15.3.4 Any pending conversions shall be effective on the effective date of this agreement.

16. Line Splitting

16.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. If KingTel provides its own switching or obtains switching from a third party, KingTel may engage in line splitting arrangements with another CLEC using a splitter, provided by KingTel, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When KingTel owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

16.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, KingTel must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 KingTel may purchase, install and maintain central office POTS splitters in its collocation arrangements. KingTel may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.2 Any splitters installed by KingTel in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. KingTel may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

16.5 Indemnification

16.5.1 KingTel shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

17.1 BellSouth shall provide KingTel with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. KingTel will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide KingTel the capability of providing updates to the ALI/DMS database through a specified electronic interface. KingTel shall contact BellSouth's 911 database vendor directly to request interface. KingTel shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of KingTel and BellSouth shall not be liable for the transactions between KingTel and BellSouth's 911 database vendor.

17.3.2 It is KingTel's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

17.3.3 KingTel shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to KingTel, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for KingTel to assume responsibility for such records.

17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to KingTel that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. KingTel shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to KingTel within two (2) months following the date of the Stranded Unlock report provided by BellSouth. KingTel shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of KingTel's records.

18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

19. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide KingTelwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

19.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

20. Routine Network Modifications

20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from KingTel, BellSouth will perform the RNM.

21. Line Conditioning

21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

21.3 Any copper loop being ordered by KingTel which has over 6,000 feet of combined bridged tap will be modified, upon request from KingTel, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to KingTel. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement

21.4 KingTel may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

21.7 If KingTel requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. KingTel will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

21.8 KingTel will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that KingTel desires BellSouth to condition.

21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for KingTel, KingTel will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by KingTel is available at the location for which the ULM was requested, KingTel will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, KingTel will not be charged for ULM but will only be charged the service order charges for submitting an order.

22. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to KingTel on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps

second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by KingTel. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. EELs Audit provisions

23.1 BellSouth may, on an annual basis audit KingTel's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to KingTel. Such Notice of Audit will be delivered to KingTel no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding KingTel's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether KingTel complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

23.3 To the extent the independent auditor's report concludes that KingTel failed to comply with the service eligibility criteria, KingTel must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

23.4 To the extent the independent auditor's report concludes that KingTel failed to comply in all material respects with the service eligibility criteria, KingTel shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that KingTel did comply in all material respects with the service eligibility criteria, BellSouth will reimburse KingTel for its reasonable and demonstrable costs associated with the audit. KingTel will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

24. KingTel shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

25. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that KingTel may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

26. Subloop Elements.

26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

26.2 Unbundled Subloop Distribution (USLD)

26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

26.2.4 If KingTel requests a UCSL and it is not available, KingTel may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

26.2.6 Upon request for USLD-INC from KingTel, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for KingTel's use on this cross-connect panel. KingTel will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, KingTel shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. KingTel's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by KingTel is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet KingTel's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

26.2.9 The site set-up must be completed before KingTel can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice KingTel's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

26.2.10 Once the site set-up is complete, KingTel will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when KingTel requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by KingTel for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

26.3 Unbundled Network Terminating Wire (UNTW)

26.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to

the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and KingTel does own or control such wiring, KingTel will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to KingTel.

26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate KingTel for each pair activated commensurate to the price specified in KingTel's Agreement.

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for

nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	187.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	187.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	187.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.56	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.78	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.48	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	388.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.80	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

Exhibit D

Gurdian, Manuel

Subject: FW: FL Change of Law Agreement-WilTel including the Vacated Elements

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Thursday, June 08, 2006 11:33 AM
To: Tamplin, James
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you. I will send these for approval and signature today and return them as soon as I get them back.

Scott

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Thursday, June 08, 2006 9:24 AM
To: Porter, Scott
Subject: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

BellSouth was including language that appeared in the order because we wanted the agreement to be very clear so as to avoid any confusion later. But the plans have been amended, and it is clear that there is no intention of the parties or the FPSC to include the delisted UNEs in SEEMS, so we are willing to take the language out. Attached are the revised amendments. Please print two (2) copies of the Signature Page for each, sign both copies for each, fax one copy for each to me at 404.529.7839 and then mail both hard copies for each to me at the following address:

Jim Tamplin
34S91
BellSouth Center
675 W Peachtree Street
Atlanta, Georgia 30375

Thanks,

Jim

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Wednesday, June 07, 2006 7:37 PM
To: Tamplin, James; Karno, Michael D
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you for the proposal, but this hasn't removed the issue of concern. Most basically, this statement is not required by

the order in this proceeding, period. Language addressing this issue, as proposed by BellSouth and approved by the PSC for the purpose of addressing this issue, is in Exhibit A. We're okay with that. And, why is BellSouth so insistent on putting this language in when it's completely unnecessary? If the performance plans no longer apply to these elements, they no longer apply. There is no need for the parties to affirmatively state whether they should or should not apply, because that point is moot.

I also noticed that John Hamman previously agreed to the removal of this paragraph in the Word document of the amendment he sent us back on May 2. Please see attached.

If you or Michael would like to discuss further, I'd be happy to.

Thanks.
Scott

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Wednesday, June 07, 2006 5:41 PM
To: Porter, Scott
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

Hopefully I have gained approval for a way to deal with this issue that will be acceptable to your companies. BellSouth proposes replacing the disputed paragraph in the cover sheet of each amendment with the following which can be found on page 70 of Order No. PSC-06-0172-FOF-TP in Docket No. 041269-TP which states the following:

Performance data for services (de-listed elements) no longer under Section 251©(3) should be removed from BellSouth's SQM/PMAP/SEEM.

Please let me know if this acceptable. If so, I will update the amendments and email them to you.

Thanks,

Jim
-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Monday, June 05, 2006 5:08 PM
To: Tamplin, James
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you, and I'm good with all the issues below except for one. Paragraph 5 of the cover amendment should be removed entirely and we can't sign it with it in. The paragraph is neither necessary nor required by the PSC's final order and, therefore, will not be required by the PSC in this amendment either. The actual language the staff recommended in addressing this issue (Issue 12), which I am of course agreeable to as it complies with the PSC's vote and order, is already in the substantive terms in Exhibit A (see Sections 14 and 15 of the exhibit, and see Issue 12 of Appendix A to the final order). The language in section 5 of the cover amendment, however, is simply a restatement of the Staff's analysis of the issue -- which is their opinion, not recommended language. Luckily, we aren't required to contractually align ourselves with the staff's opinions, only to adopt the language they proposed to address the issue.

The PSC's order by its terms has accomplished the removal of these elements from the performance standards, so paragraph 5 is not even necessary. More importantly, it's not required to be in the amendment, so we can't sign this as it is. If you'll remove paragraph 5 and resend me final versions, I'll have them executed and returned as soon as possible.

Thank you for your help Jim.

Scott Porter
Regulatory Counsel
Level 3 Communications
(918) 547-9880

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Monday, June 05, 2006 3:11 PM
To: Porter, Scott
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Scott,

I am attaching the revised Level 3 and WilTel FL COL Amendments for signature. The following comments address your questions relative to these amendments and hopefully will clear the way to having them signed off on:

On the Cover Sheet of the amendment – 1) paragraph 5 on Level 3 and 6 on WilTel – BellSouth does not agree to delete as the FPSC voted to approve the FPSC Staff's recommendation on Issue 12 on 2/7/2006 that stated that the de-listed elements under Section 251(c)(3) should be removed – see attached pdf named "Issue 12" and 2) the "Florida Public Service Commission" has replaced the generic applicable commission language.

In exhibit A – 1) Section 27 for both amendments (EELs Audit) you asked if it was CompSouth agreed to language and it isn't, instead it is the FPSC's ordered language – see attached pdf named "Section XVIII" and 2) Sections 28 (element for exclusive provision of mobile or interexchange services). 29 (what constitutes a local loop at a cell site, etc.) and 30 (subloop elements) for both amendments were stipulated by CompSouth in this docket.

With this information I hope that you are now in a position to execute these amendments. If so, please print off two (2) copies of the signature page for each amendment, sign both copies for each, fax one copy of each to me at 404.529.7839, and mail both hard copies of each amendment to me at the following address:

Jim Tamplin
34S91
BellSouth Center
675 W Peachtree Street
Atlanta, Georgia 30375

I would greatly appreciate getting the fax copies prior to noon on Friday as we have to file another status report with the FPSC the first of next week indicating those CLECs that have failed to sign the amendment.

Thank you for your assistance,

Jim

-----Original Message-----

From: Porter, Scott [mailto:Scott.Porter@level3.com]
Sent: Wednesday, May 31, 2006 10:19 AM
To: Tamplin, James
Subject: FW: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim -- See below for status for the WilTel Florida amendment. This is based on the last document emailed me by Mylisa, the email of which I'm attaching too for reference. Thanks.

Scott

From: Porter, Scott
Sent: Monday, May 08, 2006 2:39 PM
To: 'Alagar-Montz, Mylisa'; 'Lemoine, Annamarie'
Cc: 'Hamman, John'
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Mylisa/John,

Assuming again that Sections 28, 29 and 30 were provisions negotiated and agreed to with CompSouth and other CLECs prior to the FPSC's orders in this proceeding, and the language in this WilTel amendment is the same as that agreed to with others, then the Exhibit A to this amendment is acceptable to WilTel.

The Cover Amendment requires the same changes discussed a couple months ago on the previous version of this amendment. They are:

-- Paragraph 6 should come out entirely per prior reasoning
-- In Paragraph 9, the phrase "respective state regulatory authorities" should be replaced with "FPSC".

That's it. If you could forward me a new version with the above changes, I'll send this up for management approval. Thanks, and let me know if there are any questions.

Scott

From: Porter, Scott
Sent: Friday, May 05, 2006 4:55 PM
To: 'Alagar-Montz, Mylisa'; Lemoine, Annamarie
Cc: 'Hamman, John'
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Thank you Mylisa. We will need to make the same revisions to this as we did to the version several weeks ago. I've just communicated a few to John Hamman for the Level 3 ICA, but I see that this one is slightly different form due to the nature of the ICA for WilTel. So, I'll review and email you Monday with the changes that need to be made. I'll include John in the email.

Have a good weekend.

Scott Porter
Regulatory Counsel
Level 3 Communications
(918) 547-9880

From: Alagar-Montz, Mylisa [mailto:Mylisa.Alagar-Montz@bellsouth.com]
Sent: Thursday, May 04, 2006 7:13 PM

To: Porter, Scott; Lemoine, Annamarie
Subject: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

Please review the attached documents regarding the FL COL Vacated Elements Amendment, as well as the instructions I have provided within the cover letter. I am sending these documents both via e-mail and Certified Mail.

Should you have any questions relative to this e-mail or the documents attached, please do not hesitate to contact me.

Thanks,
Mylisa

Thanks,
Mylisa Alagar
Business Markets
CLEC-Contract Negotiations
Tel #: 404-927-4956
e-mail: Mylisa.Alagar-Montz@BellSouth.com
ipager: malagarmontz@imcingular.com

If you have received this message in error or do not wish to receive future commercial electronic mail messages from BellSouth Interconnection Services visit <http://contactmanage.bellsouth.com/interconnection/optout/index.asp> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375

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Amendment to the Agreement
Between
WilTel Local Network, LLC
and
BellSouth Telecommunications, Inc.
Dated November 23, 2002

Pursuant to this Amendment, (the "Amendment"), WilTel Local Network, LLC (WilTel), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 23, 2002 (Agreement).

WHEREAS, BellSouth and WilTel have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on November 22, 2005; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Section 2 of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.

2. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

3. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B and C hereto, and such rates shall apply to services provided in the State of Florida only.

4. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of Florida.

5. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

6. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

8. Either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.	**WilTel Local Network, LLC**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for WilTel as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those WilTel DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to WilTel at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 WilTel may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for WilTel's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base and WilTel's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) WilTel's Embedded Base and (2) WilTel's Excess DS1 and DS3 Loops. WilTel shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 WilTel shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a WilTel chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled.

1.8.1 If WilTel submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If WilTel fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

BellSouth will not provide line terminating elements, regeneration or other electronics necessary for WilTel to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for WilTel as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for WilTel at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to WilTel's Embedded Base and WilTel shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 WilTel shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. WilTel may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If WilTel chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once

converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled.

2.2.6.1 If WilTel submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If WilTel fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify WilTel's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

3. Local Switching

3.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 3 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 3.3 below.

3.2 BellSouth shall not be required to unbundle local circuit switching for WilTel for a particular End User when WilTel: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Miami, FL; Orlando, FL; and Ft. Lauderdale, FL; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that WilTel is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by WilTel or transitioned by WilTel, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

3.3 Transition for Local Switching

3.3.1 For purposes of this Section 3, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.3.2 For the purposes of this Section 3.3, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for WilTel as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements (signaling networks, call-related databases, and shared transport) that are required to be provided in conjunction with Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Section 3. The Transition Period shall apply only to WilTel's Embedded Base and WilTel shall not place new orders for Local Switching pursuant to this Agreement.

3.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base of Local Switching equal to the higher of:

3.3.4.1 The rate at which during WilTel leased that combination of elements on June 15, 2004, plus one dollar; or

3.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

3.3.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Parties Agreement and this Section 3.3.4.

3.4. WilTel must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions on or before March 10, 2006. WilTel may transition from these Local Switching elements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Local Switching.

3.4.1 If WilTel submits the spreadsheets specified in Section 3.4 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

3.4.2 If WilTel fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify WilTel's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable UNE disconnect charges as set forth in this Agreement.

3.5 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

3.6 The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

3.7 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to WilTel.

4. UNE-P

4.1 DS0 Local Switching, in combination with a Loop and Common (Shared) Transport (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section.

4.3 Transition Period for UNE-P

4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for WilTel as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to WilTel's Embedded Base and WilTel shall not place new orders for UNE-P pursuant to this Agreement.

4.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base of Local Switching equal to the higher of:

4.3.4.1. The rate at which during WilTel leased that combination of elements on June 15, 2004, plus one dollar; or

4.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.3.4.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Parties Agreement and this Section 4.3.4.

4.3.5 WilTel must submit orders or spreadsheets, or if converting to UNE Loops must use the Bulk Migration process, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions on or before March 10, 2006. WilTel may transition from these UNE-P arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of UNE-P.

4.3.5.1 If WilTel submits the orders or spreadsheets specified in Section 4.3.5 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

4.3.5.2 If WilTel fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify WilTel's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

4.3.5.3 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.

4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for WilTel's UNE-P. BellSouth will not bill WilTel for 911 surcharges. WilTel is responsible for paying all 911 surcharges to the applicable governmental agency.

5. Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire

centers or switches owned by BellSouth and switches owned by WilTel, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to WilTel. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to WilTel unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for WilTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for WilTel as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those WilTel DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for WilTel's Embedded Base during the Transition Period:

5.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

5.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

5.2.5.3 WilTel may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network

Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

5.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <WilTel's Embedded Base Entrance Facilities and only during the Transition Period.

5.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base of DS1 and DS3 Dedicated Transport and for WilTel's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:

5.2.8.1 115% of the rate paid for that element on June 15, 2004; or

5.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.2.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.9 The Transition Period shall apply only to (1) WilTel's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) WilTel's Excess DS1 and DS3 Dedicated Transport. WilTel shall not add new Entrance Facilities pursuant to this Agreement. Further, WilTel shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement.

5.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

5.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

5.2.12 No later than March 10, 2006 WilTel shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 17. WilTel may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a WilTel chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

5.2.12.1 If WilTel submits the spreadsheets specified in Section 5.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.2.12.2 If WilTel fails to submit the spreadsheet(s) specified in Section 5.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify WilTel's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

5.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for WilTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for WilTel as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.3 only for WilTel's Embedded Base during the Transition Period:

5.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

5.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 5.3.6 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

5.3.8.1 115% of the rate paid for that element on June 15, 2004; or

5.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.3.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 5.3.8.

5.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for WilTel's Embedded Base Entrance Facilities as set forth in this Section 5.3.8.

5.3.9 The Transition Period shall apply only to WilTel's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. WilTel shall not add new Dark Fiber Transport as described in this Section 5.3. WilTel shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

5.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 5.3.6, BellSouth will not be required to provide WilTel future access to Dark Fiber Transport from those wire centers.

5.3.11 No later than September 10, 2006 WilTel shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 17. WilTel may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a WilTel chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

5.3.11.1 If WilTel submits the spreadsheets specified in Section 5.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.3.11.2 If WilTel fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify WilTel's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

6. Loops/Transport

6.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

6.2 (i) Business Line

6.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

6.3 (ii) Fiber-Based Collocation

6.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

6.4 (iii) Building

6.4.1. For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment.

Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.5 (iv) Route

6.5.1 The definition of a route is as defined in Section 5.1 of this Exhibit A.

7.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

7.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

7.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

7.1.3 BellSouth and WilTel agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

7.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	

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WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

8. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

9. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

10. Except to the extent expressly provided otherwise in this Attachment, WilTel may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that WilTel has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide WilTel with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by WilTel within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If WilTel fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

11. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, WilTel shall

undertake a reasonably diligent inquiry to determine whether WilTel is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, WilTel self-certifies that to the best of WilTel's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon WilTel's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill WilTel the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, WilTel shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

12. In the event that (1) BellSouth designates a wire center as non-impaired, (2) WilTel converts existing UNEs to other services or orders new services as services other than UNEs, (3) WilTel otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of WilTel, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund WilTel the difference between the rate paid by WilTel for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

13.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

13.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

13.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for WilTel in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, WilTel shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a WilTel chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.7.1 If WilTel submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

13.7.2 If WilTel fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify WilTel's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

13.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

13.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 11 above.

13.8.3 For purposes of Section 13.8, BellSouth shall make available dark fiber transport that was in service for WilTel in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List WilTel shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a WilTel chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within WilTel's total special access circuits and apply any discounts to which WilTel is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.8.6.1 If WilTel submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

13.8.6.2 If WilTel fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's

CNL identifying the Subsequent Wire Center List, BellSouth will identify WilTel's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to WilTel's customers' service.

14. WilTel may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to WilTel, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

15. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

16. Commingling of Services

16.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that WilTel has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. WilTel must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

16.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

16.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

16.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

16.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

17. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

17.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to WilTel pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to WilTel pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from WilTel. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between WilTel and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 17.3 below.

17.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

17.3 Ordering Guidelines and Processes

17.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, WilTel should refer to the "Guides" section of the BellSouth Interconnection Web site.

17.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

17.3.3 The provisioning of Network Elements, Combinations and Other Services to WilTel's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with WilTel's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

17.3.4 Any pending conversions shall be effective on the effective date of this agreement.

18. Line Splitting

18.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

18.2 Line Splitting – UNE-L. If WilTel provides its own switching or obtains switching from a third party, WilTel may engage in line splitting arrangements with another CLEC using a splitter, provided by WilTel, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

18.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

18.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When WilTel owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

18.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

18.3 CLEC Provided Splitter – Line Splitting – UNE-L

18.3.1 To order High Frequency Spectrum on a particular Loop, WilTel must have a DSLAM collocated in the central office that serves the End User of such Loop.

18.3.2 WilTel may purchase, install and maintain central office POTS splitters in its collocation arrangements. WilTel may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

18.3.3 Any splitters installed by WilTel in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. WilTel may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

18.4 Maintenance – Line Splitting – UNE-L

18.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

18.5 Indemnification

18.5.1 WilTel shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

18.6 Network Modifications

18.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

19. Call Related Databases and Signaling

19.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to WilTel pursuant to this Agreement.

19.1.1 Such unbundled access is only available until March 10, 2006.

19.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

19.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At WilTel's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by WilTel.

19.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

19.3 LIDB

19.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, WilTel must purchase appropriate signaling links pursuant to Section 19.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

19.3.2 Technical Requirements

19.3.2.1 BellSouth will offer to WilTel any additional capabilities that are developed for LIDB during the life of this Agreement.

19.3.2.2 BellSouth shall process WilTel's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to WilTel what additional functions (if any) are performed by LIDB in the BellSouth network.

19.3.2.3 Within two (2) weeks after a request by WilTel, BellSouth shall provide WilTel with a list of the customer data items, which WilTel would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services.

For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

19.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

19.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

19.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

19.3.2.7 All additions, updates and deletions of WilTel data to the LIDB shall be solely at the direction of WilTel. Such direction from WilTel will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

19.3.2.8 BellSouth shall provide priority updates to LIDB for WilTel data upon WilTel's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

19.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of WilTel customer records will be missing from LIDB, as measured by WilTel audits. BellSouth will audit WilTel records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated WilTel contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to WilTel within one (1) business day of audit. Once reconciled records are received back from WilTel, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact WilTel to negotiate a time frame for the updates, not to exceed three (3) business days.

19.3.2.10 BellSouth shall perform backup and recovery of all of WilTel's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

19.3.2.11 BellSouth shall provide WilTel with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between WilTel and BellSouth.

19.3.2.12 BellSouth shall prevent any access to or use of WilTel data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by WilTel in writing.

19.3.2.13 BellSouth shall provide WilTel performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by WilTel at least at parity with BellSouth Customer Data. BellSouth shall obtain from WilTel the screening information associated with LIDB Data Screening of WilTel data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to WilTel under the BFR/NBR Process as set forth in Attachment 11.

19.3.2.13 BellSouth shall accept queries to LIDB associated with WilTel customer records and shall return responses in accordance with industry standards.

19.3.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

19.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

19.3.2.17 Interface Requirements

19.3.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

19.3.17.2 The interface to LIDB shall be in accordance with the technical references contained within.

19.3.17.3 The CCS interface to LIDB shall be the standard interface described herein.

19.3.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

19.3.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. WilTel shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. WilTel shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

19.4 Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

19.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between WilTel designated SPOI that provide appropriate physical diversity.

19.4.2 Technical Requirements

19.4.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

19.4.2.2 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and

19.4.2.3 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

19.4.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

19.4.2.4.1 An A-link layer shall consist of two (2) links; and

19.4.2.4.2 A B-link layer shall consist of four (4) links.

19.4.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

19.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

19.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

19.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at WilTel's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

19.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

19.5.1 Technical Requirements

19.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

19.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

19.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a WilTel local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between WilTel local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

19.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a WilTel or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a WilTel database, then WilTel agrees to provide BellSouth with the Destination Point Code for WilTel database.

19.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which

may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

19.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a WilTel or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

19.6 SS7

19.6.1 When technically feasible and upon request by WilTel, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with WilTel's SS7 network to exchange TCAP queries and responses with a WilTel SCP.

19.6.2 SS7 AIN Access shall provide WilTel SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and WilTel SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the WilTel SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

19.6.3 Interface Requirements

19.6.3.1 BellSouth shall provide the following STP options to connect WilTel or WilTel-designated Local Switching systems to the BellSouth SS7 network:

19.6.3.1.1 An A-link interface from WilTel Local Switching systems; and

19.6.3.1.2 A B-link interface from WilTel local STPs.

19.6.4 Each type of interface shall be provided by one or more layers of signaling links.

19.6.5 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

19.6.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

19.6.7 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

19.6.8 Message Screening

19.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from WilTel local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the WilTel switching system has a valid signaling relationship.

19.6.8.2 BellSouth shall set message screening parameters so as to pass valid messages from WilTel local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the WilTel switching system has a valid signaling relationship.

19.6.8.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from WilTel from any signaling point or network interconnected through BellSouth's SS7 network where the WilTel SCP has a valid signaling relationship.

19.7 SCP/Databases

19.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

19.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

19.7.3 Technical Requirements for SCPs/Databases

19.7.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

19.7.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

19.7.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability

19.7.4. LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service

provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

19.7.5 CNAM Database Service

19.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides WilTel the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

19.7.5.2 WilTel shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to WilTel's access to BellSouth's CNAM Database Services and shall be addressed to WilTel's Local Contract Manager.

19.7.5.3 WilTel's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

19.7.5.4 For each WilTel End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 19.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to WilTel's End User. WilTel shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an WilTel End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, WilTel shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of WilTel's End Users.

19.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill WilTel at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per WilTel's End Users with the Caller ID feature.

19.7.6 SCE/SMS AIN Access

19.7.6.1 BellSouth's SCE/SMS AIN Access shall provide WilTel the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

19.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to WilTel. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

19.7.6.3 BellSouth SCP shall partition and protect WilTel service logic and data from unauthorized access.

19.7.6.4 When WilTel selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable WilTel to use BellSouth's SCE/SMS AIN Access to create and administer applications.

19.7.6.5 WilTel access will be provided via remote data connection (e.g., dial-in, ISDN).

19.7.6.6 BellSouth shall allow WilTel to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

20. Automatic Location Identification/Data Management System

20.1 911 and E911 Databases

20.1.1 BellSouth shall provide WilTel with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

20.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. WilTel will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 20.3.1 below.

20.2 Technical Requirements

20.2.1 BellSouth's 911 database vendor shall provide WilTel the capability of providing updates to the ALI/DMS database through a specified electronic interface. WilTel shall contact BellSouth's 911 database vendor directly to request interface. WilTel shall provide updates directly to BellSouth's 911 database vendor on a daily basis.

Updates shall be the responsibility of WilTel and BellSouth shall not be liable for the transactions between WilTel and BellSouth's 911 database vendor.

20.2.2 It is WilTel's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

20.2.3 WilTel shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

20.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to WilTel, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for WilTel to assume responsibility for such records.

20.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to WilTel that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. WilTel shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to WilTel within two (2) months following the date of the Stranded Unlock report provided by BellSouth. WilTel shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of WilTel's records.

21. 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component. Description of Product.

21.1 The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

21.2 The database capability allows WilTel to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the WilTel PBX 911 End User station telephone number for the 911 call that is placed by the End User.

21.3. WilTel may order either the database capability or the transport component as desired or WilTel may order both components of the service.

21.4 911 PBX Locate Database Capability. WilTel's End User or WilTel's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911

database vendor. The data will be loaded and maintained in BellSouth's ALI database.

21.5 Ordering, provisioning, testing and maintenance shall be provided by WilTel pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

21.6 WilTel's End User, or WilTel's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of WilTel to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. WilTel should not submit telephone number updates for specific PBX station telephone numbers that are submitted by WilTel's End User, or WilTel's End User DMA under the terms of 911 PBX Locate product.

21.7 WilTel must provision all PBX station numbers in the same LATA as the E911 tandem.

21.8 WilTel agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by WilTel's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by WilTel or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or willful misconduct. WilTel is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to WilTel's End User or DMA pursuant to these terms. Specifically, WilTel's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

21.9 WilTel may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for WilTel's End Users' telephone numbers for which it has direct management authority.

21.10 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires WilTel to order a CAMA type dedicated trunk from WilTel's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

21.11 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the WilTel's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. WilTel is responsible for connectivity between the End User's PBX and WilTel's switch or POP location. WilTel will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a WilTel purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). WilTel is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

21.12 Ordering and Provisioning. WilTel will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

21.13 Testing and maintenance shall be provided by WilTel pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

21.14 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit B to Attachment 2 of the Agreement. Trunks and facilities for 911 PBX Locate transport component may be ordered by WilTel pursuant to the terms and conditions set forth in Attachment 2 of the Agreement.

22. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from

which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

22.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

23. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide WilTelwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

24. Routine Network Modifications

24.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit B to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

24.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM

for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit B to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from WilTel, BellSouth will perform the RNM.

25. Line Conditioning

25.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

25.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

25.3 Any copper loop being ordered by WilTel which has over 6,000 feet of combined bridged tap will be modified, upon request from WilTel, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to WilTel. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit B to Attachment 2 of the Agreement.

25.4 WilTel may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

25.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit B to Attachment 2 of the Agreement.

25.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

25.7 If WilTel requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed

specifications of the requested Loop facility as modified. WilTel will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

25.8 WilTel will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that WilTel desires BellSouth to condition.

25.9 When requesting ULM for a Loop that BellSouth has previously provisioned for WilTel, WilTel will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by WilTel is available at the location for which the ULM was requested, WilTel will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, WilTel will not be charged for ULM but will only be charged the service order charges for submitting an order.

26 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to WilTel on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

26.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by WilTel. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

27. <u>EELs Audit provisions</u>

27.1 BellSouth may, on an annual basis audit WilTel's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to WilTel. Such Notice of Audit will be delivered to WilTel no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards

established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding WilTel's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether WilTel complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

27.3 To the extent the independent auditor's report concludes that WilTel failed to comply with the service eligibility criteria, WilTel must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

27.4 To the extent the independent auditor's report concludes that WilTel failed to comply in all material respects with the service eligibility criteria, WilTel shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that WilTel did comply in all material respects with the service eligibility criteria, BellSouth will reimburse WilTel for its reasonable and demonstrable costs associated with the audit. WilTel will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

28. WilTel shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

29. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that WilTel may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

30. Subloop Elements.

30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

30.2 Unbundled Subloop Distribution (USLD)

30.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility.

BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

30.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

30.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

30.2.4 If WilTel requests a UCSL and it is not available, WilTel may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

30.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

30.2.6 Upon request for USLD-INC from WilTel, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for WilTel's use on this cross-connect panel. WilTel will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

30.2.7 For access to Voice Grade USLD and UCSL, WilTel shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. WilTel's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by WilTel is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet WilTel's request, then BellSouth will perform the site set-up as described in the CLEC Information

Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

30.2.9 The site set-up must be completed before WilTel can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice WilTel's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

30.2.10 Once the site set-up is complete, WilTel will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when WilTel requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by WilTel for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

30.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

30.3 Unbundled Network Terminating Wire (UNTW)

30.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

30.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

30.3.3 Requirements

30.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

30.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

30.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and WilTel does own or control such wiring, WilTel will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to WilTel.

30.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate WilTel for each pair activated commensurate to the price specified in WilTel's Agreement.

30.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

30.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

30.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

30.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

30.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

30.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

30.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	181.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	181.56	108.85	67.08	15.56						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)																
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
		Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	80.54	48.00	6.31						
		Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.78	6.71	4.84	0.00	0.00						
		Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
		Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
		Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
		Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
		Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
		Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
		Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
		Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
		Commingled DS3 Interoffice Channel Mileage			HFQC6	1L6XX	3.87										
		Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
		Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Exhibit E

Gurdian, Manuel

From: Porter, Scott [Scott.Porter@Level3.com]
Sent: Wednesday, May 31, 2006 10:25 AM
To: Tamplin, James
Subject: FW: Level 3 GA Rate True-up Settlement Letter

Jim -

Below is last status of the Level 3 Florida amendment. Same issues as with WilTel in the "cover amendment" page. And I then needed confirmation on whether Section 31 was one of those provisions previously negotiated and settled with CompSouth and others prior to the FPSC issuing its order. Please confirm. I'm also attaching the email from John with the last version of the amendment he sent to which this email refers. Thanks, and again, call with any questions. We'd love to get these done.

Scott

From: Porter, Scott
Sent: Monday, May 08, 2006 10:27 AM
To: 'Hamman, John'
Subject: RE: Level 3 GA Rate True-up Settlement Letter

John - Was Section 31 (SubLoops) one of the sections/issues that was negotiated and for which a compromise was agreed to between BellSouth and CompSouth and other CLECs prior to the final orders in FL? If that is the case, and if you can certify to me that the subloop language in the exhibit A on the Level 3 Amendment is the same language agreed to with CompSouth, then I'm okay with leaving that in. Please reply if that's the case.

If that is so, then the only changes to be made before signing are on the cover amendment per below. Thanks
Scott

From: Porter, Scott
Sent: Friday, May 05, 2006 4:49 PM
To: 'Hamman, John'
Subject: RE: Level 3 GA Rate True-up Settlement Letter

John,

The cover amendment and Exhibit A require a few of the same revisions we'd discussed for the last version several weeks ago:

Cover Amendment:
(i) delete para. 5 entirely
(ii) replace "respective state regulatory authorities' with "FPSC" in para. 8

Exhibit A:
(i) delete all of Section 31 (subloops)

Everything else looks good. If you can make these changes and send a new version back to me, I'll get it approved by management and executed. Thanks, and have a good weekend.

Scott

From: Hamman, John [mailto:John.Hamman@bellsouth.com]
Sent: Tuesday, May 02, 2006 3:05 PM
To: Porter, Scott
Subject: RE: Level 3 GA Rate True-up Settlement Letter

So..here's the new FL vacated order amendment for your review....

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Tuesday, May 02, 2006 3:49 PM
To: Hamman, John
Subject: RE: Level 3 GA Rate True-up Settlement Letter

Please continue using the notice information in the ICAs. Rick or whomever will get things to me as needed.
Thanks.
Scott

From: Hamman, John [mailto:John.Hamman@bellsouth.com]
Sent: Tuesday, May 02, 2006 12:08 PM
To: Porter, Scott
Subject: RE: Level 3 GA Rate True-up Settlement Letter

Scott:

See if this is what you need....If you're the contact for Level 3..please let me know as for these types of issues..I use the notices address in the Contract.

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Tuesday, May 02, 2006 10:26 AM
To: Hamman, John
Subject: Level 3 GA Rate True-up Settlement Letter

John - Would you please email me the letter and other docs you sent to Rick and Vicky below? I have the GA amendment, but not the below Settlement Cover Letter. Thanks!

Scott

From: Hamman, John [mailto:John.Hamman@bellsouth.com]
Sent: Thursday, April 27, 2006 11:34 AM
To: Thayer, Rick; Mandell, Victoria
Subject: Level 3 GA Rate True-up Settlement Letter
Rick and Vicki:
Attached is my letter advising of the GA Rate True-up Settlement and the details for the settlement pursuant to the March 2, 2006 Georgia Public Service Commission Letter Order in Docket No. 14361-U establishing new UNE rates.

If you have any interest in the settlement offer contained in the letter, please advise me prior to 3:00EST May 11, 2006. Otherwise, the true-up amount will be included on your next bill cycle.

If you have any questions, please let me know.
Thanks!

Gurdian, Manuel

Subject: FW: FL Change of Law Agreement-WilTel including the Vacated Elements

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Thursday, June 08, 2006 11:33 AM
To: Tamplin, James
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you. I will send these for approval and signature today and return them as soon as I get them back.

Scott

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Thursday, June 08, 2006 9:24 AM
To: Porter, Scott
Subject: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

BellSouth was including language that appeared in the order because we wanted the agreement to be very clear so as to avoid any confusion later. But the plans have been amended, and it is clear that there is no intention of the parties or the FPSC to include the delisted UNEs in SEEMS, so we are willing to take the language out. Attached are the revised amendments. Please print two (2) copies of the Signature Page for each, sign both copies for each, fax one copy for each to me at 404.529.7839 and then mail both hard copies for each to me at the following address:

Jim Tamplin
34S91
BellSouth Center
675 W Peachtree Street
Atlanta, Georgia 30375

Thanks,

Jim

-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Wednesday, June 07, 2006 7:37 PM
To: Tamplin, James; Karno, Michael D
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you for the proposal, but this hasn't removed the issue of concern. Most basically, this statement is not required by

the order in this proceeding, period. Language addressing this issue, as proposed by BellSouth and approved by the PSC for the purpose of addressing this issue, is in Exhibit A. We're okay with that. And, why is BellSouth so insistent on putting this language in when it's completely unnecessary? If the performance plans no longer apply to these elements, they no longer apply. There is no need for the parties to affirmatively state whether they should or should not apply, because that point is moot.

I also noticed that John Hamman previously agreed to the removal of this paragraph in the Word document of the amendment he sent us back on May 2. Please see attached.

If you or Michael would like to discuss further, I'd be happy to.

Thanks.
Scott

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Wednesday, June 07, 2006 5:41 PM
To: Porter, Scott
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

Hopefully I have gained approval for a way to deal with this issue that will be acceptable to your companies. BellSouth proposes replacing the disputed paragraph in the cover sheet of each amendment with the following which can be found on page 70 of Order No. PSC-06-0172-FOF-TP in Docket No. 041269-TP which states the following:

Performance data for services (de-listed elements) no longer under Section 251©(3) should be removed from BellSouth's SQM/PMAP/SEEM.

Please let me know if this acceptable. If so, I will update the amendments and email them to you.

Thanks,

Jim
-----Original Message-----
From: Porter, Scott [mailto:Scott.Porter@Level3.com]
Sent: Monday, June 05, 2006 5:08 PM
To: Tamplin, James
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim,

Thank you, and I'm good with all the issues below except for one. Paragraph 5 of the cover amendment should be removed entirely and we can't sign it with it in. The paragraph is neither necessary nor required by the PSC's final order and, therefore, will not be required by the PSC in this amendment either. The actual language the staff recommended in addressing this issue (Issue 12), which I am of course agreeable to as it complies with the PSC's vote and order, is already in the substantive terms in Exhibit A (see Sections 14 and 15 of the exhibit, and see Issue 12 of Appendix A to the final order). The language in section 5 of the cover amendment, however, is simply a restatement of the Staff's analysis of the issue -- which is their opinion, not recommended language. Luckily, we aren't required to contractually align ourselves with the staff's opinions, only to adopt the language they proposed to address the issue.

The PSC's order by its terms has accomplished the removal of these elements from the performance standards, so paragraph 5 is not even necessary. More importantly, it's not required to be in the amendment, so we can't sign this as it is. If you'll remove paragraph 5 and resend me final versions, I'll have them executed and returned as soon as possible.

Thank you for your help Jim.

Scott Porter
Regulatory Counsel
Level 3 Communications
(918) 547-9880

From: Tamplin, James [mailto:James.Tamplin@bellsouth.com]
Sent: Monday, June 05, 2006 3:11 PM
To: Porter, Scott
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Scott,

I am attaching the revised Level 3 and WilTel FL COL Amendments for signature. The following comments address your questions relative to these amendments and hopefully will clear the way to having them signed off on:

On the Cover Sheet of the amendment – 1) paragraph 5 on Level 3 and 6 on WilTel – BellSouth does not agree to delete as the FPSC voted to approve the FPSC Staff's recommendation on Issue 12 on 2/7/2006 that stated that the de-listed elements under Section 251(c)(3) should be removed – see attached pdf named "Issue 12" and 2) the "Florida Public Service Commission" has replaced the generic applicable commission language.

In exhibit A – 1) Section 27 for both amendments (EELs Audit) you asked if it was CompSouth agreed to language and it isn't, instead it is the FPSC's ordered language – see attached pdf named "Section XVIII" and 2) Sections 28 (element for exclusive provision of mobile or interexchange services), 29 (what constitutes a local loop at a cell site, etc.) and 30 (subloop elements) for both amendments were stipulated by CompSouth in this docket.

With this information I hope that you are now in a position to execute these amendments. If so, please print off two (2) copies of the signature page for each amendment, sign both copies for each, fax one copy of each to me at 404.529.7839, and mail both hard copies of each amendment to me at the following address:

Jim Tamplin
34S91
BellSouth Center
675 W Peachtree Street
Atlanta, Georgia 30375

I would greatly appreciate getting the fax copies prior to noon on Friday as we have to file another status report with the FPSC the first of next week indicating those CLECs that have failed to sign the amendment.

Thank you for your assistance,

Jim

-----Original Message-----

From: Porter, Scott [mailto:Scott.Porter@level3.com]
Sent: Wednesday, May 31, 2006 10:19 AM
To: Tamplin, James
Subject: FW: FL Change of Law Agreement-WilTel including the Vacated Elements

Jim -- See below for status for the WilTel Florida amendment. This is based on the last document emailed me by Mylisa, the email of which I'm attaching too for reference. Thanks.

Scott

From: Porter, Scott
Sent: Monday, May 08, 2006 2:39 PM
To: 'Alagar-Montz, Mylisa'; 'Lemoine, Annamarie'
Cc: 'Hamman, John'
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Mylisa/John,

Assuming again that Sections 28, 29 and 30 were provisions negotiated and agreed to with CompSouth and other CLECs prior to the FPSC's orders in this proceeding, and the language in this WilTel amendment is the same as that agreed to with others, then the Exhibit A to this amendment is acceptable to WilTel.

The Cover Amendment requires the same changes discussed a couple months ago on the previous version of this amendment. They are:

-- Paragraph 6 should come out entirely per prior reasoning
-- In Paragraph 9, the phrase "respective state regulatory authorities" should be replaced with "FPSC".

That's it. If you could forward me a new version with the above changes, I'll send this up for management approval. Thanks, and let me know if there are any questions.

Scott

From: Porter, Scott
Sent: Friday, May 05, 2006 4:55 PM
To: 'Alagar-Montz, Mylisa'; Lemoine, Annamarie
Cc: 'Hamman, John'
Subject: RE: FL Change of Law Agreement-WilTel including the Vacated Elements

Thank you Mylisa. We will need to make the same revisions to this as we did to the version several weeks ago. I've just communicated a few to John Hamman for the Level 3 ICA, but I see that this one is slightly different form due to the nature of the ICA for WilTel. So, I'll review and email you Monday with the changes that need to be made. I'll include John in the email.

Have a good weekend.

Scott Porter
Regulatory Counsel
Level 3 Communications
(918) 547-9880

From: Alagar-Montz, Mylisa [mailto:Mylisa.Alagar-Montz@bellsouth.com]
Sent: Thursday, May 04, 2006 7:13 PM

To: Porter, Scott; Lemoine, Annamarie
Subject: FL Change of Law Agreement-WilTel including the Vacated Elements
Importance: High

Scott,

Please review the attached documents regarding the FL COL Vacated Elements Amendment, as well as the instructions I have provided within the cover letter. I am sending these documents both via e-mail and Certified Mail.

Should you have any questions relative to this e-mail or the documents attached, please do not hesitate to contact me.

Thanks,
Mylisa

Thanks,
Mylisa Alagar
Business Markets
CLEC-Contract Negotiations
Tel #: 404-927-4956
e-mail: Mylisa.Alagar-Montz@BellSouth.com
ipager: malagarmontz@imcingular.com

If you have received this message in error or do not wish to receive future commercial electronic mail messages from BellSouth Interconnection Services visit <http://contactmanage.bellsouth.com/interconnection/optout/index.asp> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375

*****

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Amendment to the Agreement
Between
Level 3 Communications, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated June 23, 2004

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. (Level 3), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

7. Either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.	**Level 3 Communications, L.L.C.**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for Level 3 as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those Level 3 DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to Level 3 at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 Level 3 may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for Level 3's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base and Level 3's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) Level 3's Embedded Base and (2) Level 3's Excess DS1 and DS3 Loops. Level 3 shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 Level 3 shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a Level 3 chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled.

1.8.1 If Level 3 submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If Level 3 fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for Level 3 at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 Level 3 shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. Level 3 may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If Level 3 chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled.

2.2.6.1 If Level 3 submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3. Local Switching

3.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 3 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 3.3 below.

3.2 BellSouth shall not be required to unbundle local circuit switching for Level 3 for a particular End User when Level 3: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Miami, FL; Orlando, FL; and Ft. Lauderdale, FL; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Level 3 is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by Level 3 or transitioned by Level 3, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

3.3 Transition for Local Switching

3.3.1 For purposes of this Section 3, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.3.2 For the purposes of this Section 3.3, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements (signaling networks, call-related databases, and shared transport) that are required to be provided in conjunction with

Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Section 3. The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not place new orders for Local Switching pursuant to this Agreement.

3.3.5 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Local Switching equal to the higher of:

3.3.5.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or

3.3.5.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

3.3.5.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.3.5.

3.4. Level 3 must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions on or before March 10, 2006. Level 3 may transition from these Local Switching elements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Local Switching.

3.4.1 If Level 3 submits the spreadsheets specified in Section 3.4 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

3.4.2 If Level 3 fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable UNE disconnect charges as set forth in this Agreement.

3.5 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.

3.6 The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

3.7 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to Level 3.

4. UNE-P

4.1 DS0 Local Switching, in combination with a Loop and Common (Shared) Transport (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section.

4.3 Transition Period for UNE-P

4.3.1 For purposes of this Section 4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3.2 For purposes of this Section 4.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to Level 3's Embedded Base and Level 3 shall not place new orders for UNE-P pursuant to this Agreement.

4.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of Local Switching equal to the higher of:

4.3.4.1 The rate at which during Level 3 leased that combination of elements on June 15, 2004, plus one dollar; or

4.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

4.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 4.3.4.

4.3.5 Level 3 must submit orders or spreadsheets, or if converting to UNE Loops must use the Bulk Migration process, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions on or before March 10, 2006.

Level 3 may transition from these UNE-P arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of UNE-P.

4.3.5.1 If Level 3 submits the orders or spreadsheets specified in Section 4.3.5 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

4.3.5.2 If Level 3 fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

4.3.5.3 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

4.3.6 Effective March 11, 2006. UNE-P will no longer be made available pursuant to this Agreement.

4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE-P. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

5. Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Level 3, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Level 3. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2, BellSouth shall not be required to provide to Level 3 unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess

DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Level 3 as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those Level 3 DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for Level 3's Embedded Base during the Transition Period:

5.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

5.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

5.2.5.3 Level 3 may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

5.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <Level 3's Embedded Base Entrance Facilities and only during the Transition Period.

5.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base of DS1

and DS3 Dedicated Transport and for Level 3's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:

5.2.8.1 115% of the rate paid for that element on June 15, 2004; or

5.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.

5.2.9 The Transition Period shall apply only to (1) Level 3's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) Level 3's Excess DS1 and DS3 Dedicated Transport. Level 3 shall not add new Entrance Facilities pursuant to this Agreement. Further, Level 3 shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement.

5.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

5.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

5.2.12 No later than March 10, 2006 Level 3 shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 17. Level 3 may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Level 3 chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

5.2.12.1 If Level 3 submits the spreadsheets specified in Section 5.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.2.12.2 If Level 3 fails to submit the spreadsheet(s) specified in Section 5.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify Level 3's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

5.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for Level 3 as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.3 only for Level 3's Embedded Base during the Transition Period:

5.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

5.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 5.3.6 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

5.3.8 Transition Period Pricing From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

5.3.8.1 115% of the rate paid for that element on June 15, 2004; or

5.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

5.3.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.3.8.

5.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Level 3's Embedded Base Entrance Facilities as set forth in this Section 5.3.8.

5.3.9 The Transition Period shall apply only to Level 3's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Level 3 shall not add new Dark Fiber Transport as described in this Section 5.3.1. Level 3 shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

5.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 5.3.6, BellSouth will not be required to provide Level 3 future access to Dark Fiber Transport from those wire centers.

5.3.11 No later than September 10, 2006 Level 3 shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 17. Level 3 may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a Level 3 chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits,

BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

5.3.11.1 If Level 3 submits the spreadsheets specified in Section 5.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

5.3.11.2 If Level 3 fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Level 3's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

6. Loops/Transport

6.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

6.2 (i) Business Line

6.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line.

For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

6.3 (ii) Fiber-Based Collocation

6.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

6.4 (iii) Building

6.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.5 (iv) Route

6.5.1 The definition of a route is as defined in Section 5.1 of this Exhibit A.

7 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

7.1 Exhibit A to Attachment 2 of the Agreement If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the

previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

7.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

7.3 BellSouth and Level 3 agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

7.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

8. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

9. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

10. Except to the extent expressly provided otherwise in this Attachment, Level 3 may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that Level 3 has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide

Level 3 with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by Level 3 within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If Level 3 fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

11. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Level 3 shall undertake a reasonably diligent inquiry to determine whether Level 3 is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Level 3 self-certifies that to the best of Level 3's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Level 3's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Level 3 the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, Level 3 shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

12. In the event that (1) BellSouth designates a wire center as non-impaired, (2) Level 3 converts existing UNEs to other services or orders new services as services other than UNEs, (3) Level 3 otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of Level 3, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund Level 3 the difference between the rate paid by Level 3 for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

13.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

13.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 5.2.5.1 (DS1 transport) and 5.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

13.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for Level 3 in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.7.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

13.7.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's

remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

13.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

13.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

13.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 11 above.

13.8.3 For purposes of Section 13.8, BellSouth shall make available dark fiber transport that was in service for Level 3 in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

13.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

13.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

13.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Level 3 shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Level 3 chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Level 3's total special access circuits and apply any discounts to which Level 3 is entitled. The

Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

13.8.6.1 If Level 3 submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

13.8.6.2 If Level 3 fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Level 3's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

13.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Level 3's customers' service.

14. Level 3 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to Level 3, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

15. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

16. Commingling of Services

16.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Level 3 has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Level 3 must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

16.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

16.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

16.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

16.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

17. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

17.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to Level 3 pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Level 3. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 17.3 below.

17.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

17.3 Ordering Guidelines and Processes

17.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Level 3 should refer to the "Guides" section of the BellSouth Interconnection Web site.

17.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

17.3.3 The provisioning of Network Elements, Combinations and Other Services to Level 3's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Level 3's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

17.3.4 Any pending conversions shall be effective on the effective date of this agreement.

18. Line Sharing

18.1 General. Line Sharing is defined as the process by which Level 3 provides digital subscriber line ("xDSL") service over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and Level 3 using the high frequency spectrum (as defined below) of the Loop.

18.2 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and Level 3, will remain in effect until the End User discontinues or moves xDSL service with Level 3. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit B.

18.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in Exhibit B.

18.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit B.

18.5 Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.

18.6 No new line sharing arrangements may be ordered.

18.7 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 Level 3 the ability to provide xDSL data services to the End User for which BellSouth provides voice services.

18.8 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI TI.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. 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. Level 3 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.

18.9 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and TI .601.

18.10 BellSouth will provide Loop Modification to Level 3 on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Agreement. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.

18.11 Line Sharing must be provide only 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, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Level 3 desires to continue providing xDSL service on such Loop, Level 3 or the new voice provider, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to Attachment 2 of the Agreement. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.

18.12 If the End User terminates its BellSouth provided voice service, and Level 3 requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement, BellSouth will discontinue billing Level 3 for the High Frequency Spectrum and begin billing the voice Level 3 for the full stand-alone Loop. BellSouth will continue to bill Level 3 for all associated splitter charges if Level 3 continues to use a BellSouth splitter. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

18.13 Once BellSouth has placed cross-connects on behalf of Level 3 to provide Level 3 access to the High Frequency Spectrum and chooses to rearrange its splitter or Level 3 pairs, Level 3 may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Level 3's cable pairs or splitter ports after BellSouth has placed cross-connection to provide Level 3 access to the High Frequency Spectrum. BellSouth shall bill and Level 3 shall pay the Subsequent Activity charges as set forth in Exhibit A to Attachment 2 of the Agreement.

18.14 BellSouth's Local Ordering Handbook (LOH) will provide Level 3 the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

18.15 Maintenance and Repair - Line Sharing. Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Level 3 may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Level 3 will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

18.16 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event Level 3 should direct the End Users to contact BellSouth. 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.

19. Line Splitting

19.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

19.2 Line Splitting – UNE-L. If Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

19.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

19.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Level 3 owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

19.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

19.3 CLEC Provided Splitter – Line Splitting – UNE-L

19.3.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a DSLAM collocated in the central office that serves the End User of such Loop.

19.3.2 Level 3 may purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

19.3.2 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

19.4 Maintenance – Line Splitting – UNE-L

19.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

19.5 Indemnification

19.5.1 Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

19.6 Network Modifications

19.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

20. Call Related Databases and Signaling

20.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling

including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to Level 3 pursuant to this Agreement.

20.1.1 Such unbundled access is only available until March 10, 2006.

20.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

20.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.

20.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

20.3 LIDB

20.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 20.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

20.3.2 Technical Requirements

20.3.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.

20.3.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.

20.3.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

20.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

20.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

20.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

20.3.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

20.3.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

20.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three (3) business days.

20.3.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

20.3.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.

20.3.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.

20.3.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Level 3 under the BFR/NBR Process as set forth in Attachment 11.

20.3.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.

20.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

20.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

20.3.2.17 Interface Requirements

20.3.2.17.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

20.3.2.17.2 The interface to LIDB shall be in accordance with the technical references contained within.

20.3.2.17.3 The CCS interface to LIDB shall be the standard interface described herein.

20.3.2.17.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

20.3.2.17.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September,

respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

20.4 Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

20.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated SPOI that provide appropriate physical diversity.

20.4.2 Technical Requirements

20.4.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

20.4.2.2 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and

20.4.2.3 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

20.4.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

20.4.2.4.1 An A-link layer shall consist of two (2) links; and

20.4.2.4.2 A B-link layer shall consist of four (4) links.

20.4.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

20.4.2.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

20.4.2.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

20.4.2.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at Level 3's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

20.5 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

20.5.1 Technical Requirements

20.5.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

20.5.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

20.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

20.5.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.

20.5.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

20.5.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

20.6 SS7

20.6.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.

20.6.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

20.6.3 Interface Requirements

20.6.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated Local Switching systems to the BellSouth SS7 network:

20.6.3.1.1 An A-link interface from Level 3 Local Switching systems; and

20.6.3.1.2 A B-link interface from Level 3 local STPs.

20.6.4 Each type of interface shall be provided by one or more layers of signaling links.

20.6.5 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

20.6.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

20.6.7 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

20.6.8 Message Screening

20.6.8.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within

BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

20.6.8.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.

20.6.8.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.

20.7 SCP/Databases

20.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

20.7.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

20.7.3 Technical Requirements for SCPs/Databases

20.7.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

20.7.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

20.7.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

20.7.4. LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

20.7.5 CNAM Database Service

20.7.5.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched

to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

20.7.5.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.

20.7.5.3 Level 3's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

20.7.5.4 For each Level 3 End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 20.7.5.3 above, to a third party calling name database, to provide calling name information, if available, to Level 3's End User. Level 3 shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an Level 3 End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, Level 3 shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of Level 3's End Users.

20.7.5.5 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill Level 3 at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per Level 3's End Users with the Caller ID feature.

20.7.6 SCE/SMS AIN Access

20.7.6.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

20.7.6.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

20.7.6.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.

20.7.6.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.

20.7.6.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).

20.7.6.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

21. Automatic Location Identification/Data Management System

21.1 911 and E911 Databases

21.1.1 BellSouth shall provide Level 3 with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

21.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Level 3 will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 21.3.1 below.

21.1.3 Technical Requirements

21.1.3.1 BellSouth's 911 database vendor shall provide Level 3 the capability of providing updates to the ALI/DMS database through a specified electronic interface. Level 3 shall contact BellSouth's 911 database vendor directly to request interface. Level 3 shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Level 3 and BellSouth shall not be liable for the transactions between Level 3 and BellSouth's 911 database vendor.

21.1.3.2 It is Level 3's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

21.1.3.3 Level 3 shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

21.1.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Level 3, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Level 3 to assume responsibility for such records.

21.1.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Level 3 that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Level 3 shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Level 3 within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Level 3 shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Level 3's records.

22. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

22.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

23. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide Level 3with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

24. Routine Network Modifications

24.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

24.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from Level 3, BellSouth will perform the RNM.

25. Line Conditioning

25.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

25.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

25.3 Any copper loop being ordered by Level 3 which has over 6,000 feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Level 3. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500)

and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

25.4 Level 3 may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

25.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

25.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

25.7 If Level 3 requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Level 3 will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

25.8 Level 3 will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.

25.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.

26. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

26.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Level 3. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to

serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

27. EELs Audit provisions

27.1 BellSouth may, on an annual basis audit Level 3's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to Level 3. Such Notice of Audit will be delivered to Level 3 no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding Level 3's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Level 3 complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

27.3 To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

27.4 To the extent the independent auditor's report concludes that Level 3 failed to comply in all material respects with the service eligibility criteria, Level 3 shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

28. Level 3 shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

29. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that Level 3 may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

30. Subloop Elements.

30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

30.2 Unbundled Subloop Distribution (USLD)

30.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

30.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

30.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

30.2.4 If Level 3 requests a UCSL and it is not available, Level 3 may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

30.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

30.2.6 Upon request for USLD-INC from Level 3, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

30.2.7 For access to Voice Grade USLD and UCSL, Level 3 shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth

technician within the BellSouth cross-box during the set-up process. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

30.2.9 The site set-up must be completed before Level 3 can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

30.2.10 Once the site set-up is complete, Level 3 will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

30.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

30.3 Unbundled Network Terminating Wire (UNTW)

30.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

30.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

30.3.3 Requirements

30.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

30.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

30.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and Level 3 does own or control such wiring, Level 3 will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to Level 3.

30.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.

30.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

30.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

30.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

30.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

30.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on

a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

30.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

30.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	38.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	38.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC8	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC8, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC8	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC8	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC8	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
LINE SHARING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT															
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003															
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119.72	379.13	0.00	347.90	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29.93	379.13	0.00	347.90	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8.33	379.13	0.00	347.90	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activaton-deactivation (per LSOD)			ULS	ULSDG		173.68	0.00	97.42	0.00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	5.77	29.68	21.28	19.57	9.61						
	Line Sharing - per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21.68	16.44								
	Line Sharing - per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21.68	16.44								
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	5.77	47.44	19.31	20.67	12.74						
	MAINTENANCE															
	No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
	No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								

Exhibit F

-----Original Message-----
From: Bailey, Dwight
Sent: Wednesday, May 03, 2006 3:11 PM
To: Bailey, Dwight; 'bbolinger@dpiteleconnect.com'
Subject: RE: Dpi FL COL Amendment with vacated elements
Importance: High

The original FL COL amendment sent to DPI did not contain some vacated elements. Attached is a complete amendment, including the vacated elements. If you have questions, please don't hesitate to call me at 404-927-7552. Thanks.



DPI FL COL
acated.pdf (219 KB.

Dwight

-----Original Message-----
From: Bailey, Dwight
Sent: Thursday, April 27, 2006 2:29 PM
To: 'bbolinger@dpiteleconnect.com'
Cc: Bailey, Dwight
Subject: Dpi - GA RATE Remand ORDER - DATA
Importance: High

<< File: unep usage.txt >> << File: Settlement Cover Letter.doc >> << File: Summary.xls >> << File: UNEp Res.txt >>

Tamplin, James

From: Davis, Tosha
Sent: Friday, June 02, 2006 11:59 AM
To: 'ddorwart@dpiteleconnect.com'
Cc: 'bbolinger@dpiteleconnect.com'; Bailey, Dwight; Tamplin, James
Subject: Amendment to Interconnection Agreement

Importance: High

Dear Mr. Dorwart and Mr. Bolinger,

Please see the letter below which requires your response by close of business on June 9, 2006.

Thank you for your timely attention to this matter.

Tosha Davis (on behalf of Dwight Bailey)
(404) 927-5567



DPI-FL
w.up.doc (·

675 West Peachtree Street, NE
Room 34S91
Atlanta, GA 30375
7839

Tosha Davis
(404) 927-***5567***
FAX: 404 529-

Sent Via Electronic Mail and Federal Express

June 2, 2006

Mr. David B. Dorwart
DPI – Teleconnect, LLC
2997 LBJ Freeway, Suite 225
Dallas, TX 75234

Dear Mr. Dormant:

I am writing to you on behalf of your regular Contract Negotiator, Dwight Bailey. Dwight is on vacation this week and our office needs to follow up on a correspondence that he sent to you on or about May 9th. This correspondence was sent via certified mail and the sender confirmation shows that a Ms. Spillman signed for it on May 15th.

The package contained documents addressing the Florida Change of Law Amendment. Based upon a ruling by the Florida Public Service Commission, this amendment must be adopted into your Interconnection Agreement with BellSouth. The deadline to sign and return these documents was May 10th. Please advise as to whether or not DPI – Teleconnect intends to sign this amendment or not. I need a positive response from you by no later than Friday June 9, 2006. If you plan to sign the amendment, please print two copies of the signature page, sign both, and fax a copy to me at (404) 529-7839 by close of business on June 9th. Next, please mail both original signature copies to my attention at the address shown above. Upon receipt of the signature pages, I will have them signed and return one (1) original back to you.

Thank you for your timely attention to this matter.

Sincerely,

Tosha Davis
Manager, Business Markets

Amendment to the Agreement
Between
DPI-Teleconnect, LLC
and
BellSouth Telecommunications, Inc.
Dated 4/19/2003

Pursuant to this Amendment, (the "Amendment"), DPI-Teleconnect, LLC (DPI-Teleconnect), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated 4/19/2003 (Agreement).

WHEREAS, BellSouth and DPI-Teleconnect have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on 4/18/2006; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b;

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"), rendering decisions on the issues previously vacated;

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Section of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.

2. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

3. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

4. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

5. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

6. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

7. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

9. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**DPI-Teleconnect, LLC**
By:	By:
Name: Kristen Rowe	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for DPI-Teleconnect as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those DPI-Teleconnect DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to DPI-Teleconnect at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 DPI-Teleconnect may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for DPI-Teleconnect's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base and DPI-Teleconnect's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit _ to Attachment __ of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) DPI-Teleconnect's Embedded Base and (2) DPI-Teleconnect's Excess DS1 and DS3 Loops. DPI-Teleconnect shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 DPI-Teleconnect shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a DPI-Teleconnect chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled.

1.8.1 If DPI-Teleconnect submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If DPI-Teleconnect fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for DPI-Teleconnect to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for DPI-Teleconnect as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for DPI-Teleconnect at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit _ to Attachment __ of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to DPI-Teleconnect's Embedded Base and DPI-Teleconnect shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 DPI-Teleconnect shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. DPI-Teleconnect may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If DPI-Teleconnect chooses to

convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled.

2.2.6.1 If DPI-Teleconnect submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If DPI-Teleconnect fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify DPI-Teleconnect's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by DPI-Teleconnect, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to DPI-Teleconnect. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to DPI-Teleconnect unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for DPI-Teleconnect as of March 11, 2005 in those

wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for DPI-Teleconnect as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those DPI-Teleconnect DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for DPI-Teleconnect's Embedded Base during the Transition Period:

3.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

3.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

3.2.5.3 DPI-Teleconnect may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <DPI-Teleconnect's Embedded Base Entrance Facilities and only during the Transition Period.

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base of DS1 and DS3 Dedicated Transport and for DPI-Teleconnect's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit _ to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base Entrance Facilities as set forth in Exhibit __ to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) DPI-Teleconnect's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) DPI-Teleconnect's Excess DS1 and DS3 Dedicated Transport. DPI-Teleconnect shall not add new Entrance Facilities pursuant to this Agreement. Further, DPI-Teleconnect shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 DPI-Teleconnect shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. DPI-Teleconnect may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a DPI-Teleconnect chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If DPI-Teleconnect submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If DPI-Teleconnect fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify DPI-Teleconnect's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for DPI-Teleconnect as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for DPI-Teleconnect as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for DPI-Teleconnect's Embedded Base during the Transition Period:

3.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.3.8 Transition Period Pricing From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit __ Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DPI-Teleconnect's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to DPI-Teleconnect's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. DPI-Teleconnect shall not add new Dark Fiber Transport as described in this Section 3.3. DPI-Teleconnect shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide DPI-Teleconnect future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 DPI-Teleconnect shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. DPI-Teleconnect may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such

spreadsheet shall take the place of an LSR or ASR. If a DPI-Teleconnect chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If DPI-Teleconnect submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.3.11.2 If DPI-Teleconnect fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify DPI-Teleconnect's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

4. Loops/Transport

4.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

4.2 (i) Business Line

4.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

4.3 (ii) Fiber-Based Collocation

4.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications

equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

5.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

5.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

5.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

5.1.3 BellSouth and DPI-Teleconnect agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

5.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

8. Except to the extent expressly provided otherwise in this Attachment, DPI-Teleconnect may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that DPI-Teleconnect has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide DPI-Teleconnect with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by DPI-Teleconnect within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If DPI-Teleconnect fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, DPI-Teleconnect shall undertake a reasonably diligent inquiry to determine whether DPI-Teleconnect is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, DPI-Teleconnect self-certifies that to the best of DPI-Teleconnect's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall

process the request in reliance upon DPI-Teleconnect's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill DPI-Teleconnect the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, DPI-Teleconnect shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) DPI-Teleconnect converts existing UNEs to other services or orders new services as services other than UNEs, (3) DPI-Teleconnect otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of DPI-Teleconnect, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund DPI-Teleconnect the difference between the rate paid by DPI-Teleconnect for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 <u>DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future</u>

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for DPI-Teleconnect in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL

identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, DPI-Teleconnect shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a DPI-Teleconnect chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.7.1 If DPI-Teleconnect submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

11.7.2 If DPI-Teleconnect fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify DPI-Teleconnect's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for DPI-Teleconnect in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List DPI-Teleconnect shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a DPI-Teleconnect chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within DPI-Teleconnect's total special access circuits and apply any discounts to which DPI-Teleconnect is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.8.6.1 If DPI-Teleconnect submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

11.8.6.2 If DPI-Teleconnect fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify DPI-Teleconnect's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect

charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to DPI-Teleconnect's customers' service.

12. DPI-Teleconnect may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to DPI-Teleconnect, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that DPI-Teleconnect has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. DPI-Teleconnect must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

14.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

14.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder

of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

14.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to DPI-Teleconnect pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to DPI-Teleconnect pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from DPI-Teleconnect. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between DPI-Teleconnect and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, DPI-Teleconnect should refer to the "Guides" section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to DPI-Teleconnect's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with DPI-Teleconnect's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15.3.4 Any pending conversions shall be effective on the effective date of this agreement.

16. Line Splitting

16.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. If DPI-Teleconnect provides its own switching or obtains switching from a third party, DPI-Teleconnect may engage in line splitting arrangements with another CLEC using a splitter, provided by DPI-Teleconnect, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When DPI-Teleconnect owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

16.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, DPI-Teleconnect must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 DPI-Teleconnect may purchase, install and maintain central office POTS splitters in its collocation arrangements. DPI-Teleconnect may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms

and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.2 Any splitters installed by DPI-Teleconnect in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. DPI-Teleconnect may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

16.5 Indemnification

16.5.1 DPI-Teleconnect shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

17.1 BellSouth shall provide DPI-Teleconnect with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. DPI-Teleconnect will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide DPI-Teleconnect the capability of providing updates to the ALI/DMS database through a specified electronic interface. DPI-Teleconnect shall contact BellSouth's 911 database vendor directly to request interface. DPI-Teleconnect shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of DPI-Teleconnect and BellSouth shall not be liable for the transactions between DPI-Teleconnect and BellSouth's 911 database vendor.

17.3.2 It is DPI-Teleconnect's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

17.3.3 DPI-Teleconnect shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to DPI-Teleconnect, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for DPI-Teleconnect to assume responsibility for such records.

17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to DPI-Teleconnect that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. DPI-Teleconnect shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to DPI-Teleconnect within two (2) months following the date of the Stranded Unlock report provided by BellSouth. DPI-Teleconnect shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of DPI-Teleconnect's records.

18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than

five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

19. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide DPI-Teleconnectwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

19.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

20. Routine Network Modifications

20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit __ Attachment _ of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM

for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit _ to Attachment __ of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from DPI-Teleconnect, BellSouth will perform the RNM.

21. Line Conditioning

21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

21.3 Any copper loop being ordered by DPI-Teleconnect which has over 6,000 feet of combined bridged tap will be modified, upon request from DPI-Teleconnect, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to DPI-Teleconnect. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit __to Attachment 2 of the Agreement.

21.4 DPI-Teleconnect may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit __ to Attachment 2 of the Agreement.

21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

21.7 If DPI-Teleconnect requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. DPI-Teleconnect will not

be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

21.8 DPI-Teleconnect will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that DPI-Teleconnect desires BellSouth to condition.

21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for DPI-Teleconnect, DPI-Teleconnect will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by DPI-Teleconnect is available at the location for which the ULM was requested, DPI-Teleconnect will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, DPI-Teleconnect will not be charged for ULM but will only be charged the service order charges for submitting an order.

22. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to DPI-Teleconnect on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by DPI-Teleconnect. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. <u>EELs Audit provisions</u>

23.1 BellSouth may, on an annual basis audit DPI-Teleconnect's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to DPI-Teleconnect. Such Notice of Audit will be delivered to DPI-Teleconnect no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an

opinion regarding DPI-Teleconnect's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether DPI-Teleconnect complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

23.3 To the extent the independent auditor's report concludes that DPI-Teleconnect failed to comply with the service eligibility criteria, DPI-Teleconnect must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

23.4 To the extent the independent auditor's report concludes that DPI-Teleconnect failed to comply in all material respects with the service eligibility criteria, DPI-Teleconnect shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that DPI-Teleconnect did comply in all material respects with the service eligibility criteria, BellSouth will reimburse DPI-Teleconnect for its reasonable and demonstrable costs associated with the audit. DPI-Teleconnect will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

24. DPI-Teleconnect shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

25. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that DPI-Teleconnect may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

26. Subloop Elements.

26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

26.2 Unbundled Subloop Distribution (USLD)

26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a

stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

26.2.4 If DPI-Teleconnect requests a UCSL and it is not available, DPI-Teleconnect may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

26.2.6 Upon request for USLD-INC from DPI-Teleconnect, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for DPI-Teleconnect's use on this cross-connect panel. DPI-Teleconnect will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, DPI-Teleconnect shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. DPI-Teleconnect's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by DPI-Teleconnect is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet DPI-Teleconnect's request, then BellSouth will perform the site set-up as described in the

CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

26.2.9 The site set-up must be completed before DPI-Teleconnect can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice DPI-Teleconnect's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

26.2.10 Once the site set-up is complete, DPI-Teleconnect will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when DPI-Teleconnect requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by DPI-Teleconnect for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

26.3 Unbundled Network Terminating Wire (UNTW)

26.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and DPI-Teleconnect does own or control such wiring, DPI-Teleconnect will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to DPI-Teleconnect.

26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate DPI-Teleconnect for each pair activated commensurate to the price specified in DPI-Teleconnect's Agreement.

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	83.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	83.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	83.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	83.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	83.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	83.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	81.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	81.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	81.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC8	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC8, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC8	MQ3	211.19	115.60	56.54	12.18	4.26						
	Commingled DS3 Interoffice Channel			HFQC8	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC8	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

Exhibit G

Gurdian, Manuel

From: Tamplin, James
Sent: Wednesday, June 07, 2006 10:37 AM
To: Gurdian, Manuel
Cc: Carnes, Doug
Subject: FW: Amendments

-----Original Message-----
From: Carnes, Doug
Sent: Wednesday, June 07, 2006 9:52 AM
To: Tamplin, James
Subject: FW: Amendments

From: Sharyl Fowler [mailto:Sharyl.Fowler@accesscomm.com]
Sent: Thursday, June 01, 2006 3:15 PM
To: Carnes, Doug
Cc: Vincent Oddo; Mark Long
Subject: Amendments

My apologies for not getting back with you before now regarding the different amendments we have. I have had some other projects to take priority, but feel like we can wrap up most everything pretty quickly.

I will be on vacation next week, but Mark Long will be re-reviewing the COL amendments just to be sure that everything is finalized. He will also be reviewing the UNE Amendment and may have some questions for you while I am on vacation. I would appreciate your working with him so that when I return we can finalize everything.

Again, my apologies for the delay, but we will be getting back to you during the week of June 12.

Thank you.

Sharyl D. Fowler
Senior Regulatory Analyst
Access Integrated Networks, Inc.
PH (478) 476-1165
FAX (478) 405-3112

Subject: FW: 8XX Amendment to AIN's DS0 Agreement

From: Carnes, Doug
Sent: Tuesday, May 02, 2006 2:12 PM
To: 'Sharyl Fowler'
Cc: Carnes, Doug
Subject: RE: 8XX Amendment to AIN's DS0 Agreement

Hi Sharyl,

Attached are both and the FL COL removing 8xx from the ICA.
Let me know if you have any questions.

Thanks,
Doug

Amendment to the Agreement
Between
ACCESS Integrated Networks, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 10, 2004

Pursuant to this Amendment, (the "Amendment"), ACCESS Integrated Networks, Inc. (ACCESS Integrated), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated October 10, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b;

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"), rendering decisions on the issues previously vacated;

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

4. The Parties hereby agree to delete the following rates from Attachment 2, Exhibit A of the Agreement:

8XX Access Ten Digit Screening
Line Information Data Base (LIDB) Access
Calling Name (CNAM) Service
Unbundled Local Switching
Unbundled Port/loop Combinations
Selective Routing
AIN Selective Carrier Routing
AIN – BellSouth AIN SIMS Access Service

5. The Parties also hereby agree to delete the following provisions and associated rates from Attachment 7 of the Agreement:

   Optional Daily Usage File (ODUF);
   Access Daily Usage File (ADUF);
   Enhanced Optional Daily Usage File (EODUF) in their entirety

6. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

7. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

8. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

10. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**ACCESS Integrated Networks, Inc.**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for ACCESS Integrated as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those ACCESS Integrated DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ACCESS Integrated at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 ACCESS Integrated may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for ACCESS Integrated's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base and ACCESS Integrated's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) ACCESS Integrated's Embedded Base and (2) ACCESS Integrated's Excess DS1 and DS3 Loops. ACCESS Integrated shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 ACCESS Integrated shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a ACCESS Integrated chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled.

1.8.1 If ACCESS Integrated submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If ACCESS Integrated fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ACCESS Integrated to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for ACCESS Integrated as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ACCESS Integrated at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to ACCESS Integrated's Embedded Base and ACCESS Integrated shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 ACCESS Integrated shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. ACCESS Integrated may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If ACCESS Integrated chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled.

2.2.6.1 If ACCESS Integrated submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If ACCESS Integrated fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify ACCESS Integrated's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ACCESS Integrated, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ACCESS Integrated. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to ACCESS Integrated unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for ACCESS Integrated as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for ACCESS Integrated as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those ACCESS Integrated DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for ACCESS Integrated's Embedded Base during the Transition Period:

3.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

3.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

3.2.5.3 ACCESS Integrated may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <ACCESS Integrated's Embedded Base Entrance Facilities and only during the Transition Period.

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base of DS1 and DS3 Dedicated Transport and for ACCESS Integrated's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) ACCESS Integrated's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) ACCESS Integrated's Excess DS1 and DS3 Dedicated Transport. ACCESS Integrated shall not add new Entrance Facilities pursuant to this Agreement. Further, ACCESS Integrated shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 ACCESS Integrated shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. ACCESS Integrated may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ACCESS Integrated chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If ACCESS Integrated submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If ACCESS Integrated fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify ACCESS Integrated's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for ACCESS Integrated as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for ACCESS Integrated as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for ACCESS Integrated's Embedded Base during the Transition Period:

3.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACCESS Integrated's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to ACCESS Integrated's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. ACCESS Integrated shall not add new Dark Fiber Transport as described in this Section 3.3. ACCESS Integrated shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide ACCESS Integrated future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 ACCESS Integrated shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. ACCESS Integrated may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ACCESS Integrated chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within

ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If ACCESS Integrated submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.3.11.2 If ACCESS Integrated fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify ACCESS Integrated's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

4. Loops/Transport

4.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

4.2 (i) Business Line

4.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

4.3 (ii) Fiber-Based Collocation

4.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's

tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

5.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

5.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

5.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

5.1.3 BellSouth and ACCESS Integrated agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

5.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	

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WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

8. Except to the extent expressly provided otherwise in this Attachment, ACCESS Integrated may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that ACCESS Integrated has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide ACCESS Integrated with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by ACCESS Integrated within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If ACCESS Integrated fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ACCESS Integrated shall undertake a reasonably diligent inquiry to determine whether ACCESS Integrated is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ACCESS Integrated self-certifies that to the best of ACCESS Integrated's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon ACCESS Integrated's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill ACCESS Integrated the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, ACCESS Integrated shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) ACCESS Integrated converts existing UNEs to other services or orders new services as services other than UNEs, (3) ACCESS Integrated otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4)

BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of ACCESS Integrated, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund ACCESS Integrated the difference between the rate paid by ACCESS Integrated for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for ACCESS Integrated in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, ACCESS Integrated shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ACCESS Integrated chooses to convert the de-listed DS1 and

DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.7.1 If ACCESS Integrated submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

11.7.2 If ACCESS Integrated fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACCESS Integrated's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for ACCESS Integrated in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List ACCESS Integrated shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ACCESS Integrated chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within ACCESS Integrated's total special access circuits and apply any discounts to which ACCESS Integrated is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.8.6.1 If ACCESS Integrated submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

11.8.6.2 If ACCESS Integrated fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACCESS Integrated's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ACCESS Integrated's customers' service.

12. ACCESS Integrated may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to ACCESS Integrated, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ACCESS Integrated has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ACCESS Integrated must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

14.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

14.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

14.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ACCESS Integrated pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to ACCESS Integrated pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from ACCESS Integrated. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ACCESS Integrated and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ACCESS Integrated should refer to the "Guides" section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to ACCESS Integrated's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with ACCESS Integrated's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15.3.4 Any pending conversions shall be effective on the effective date of this agreement.

16. Line Splitting

16.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. If ACCESS Integrated provides its own switching or obtains switching from a third party, ACCESS Integrated may engage in line splitting arrangements with another CLEC using a splitter, provided by ACCESS Integrated, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When ACCESS Integrated owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

16.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, ACCESS Integrated must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 ACCESS Integrated may purchase, install and maintain central office POTS splitters in its collocation arrangements. ACCESS Integrated may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.2 Any splitters installed by ACCESS Integrated in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ACCESS Integrated may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

16.5 Indemnification

16.5.1 ACCESS Integrated shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

17.1 BellSouth shall provide ACCESS Integrated with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ACCESS Integrated will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide ACCESS Integrated the capability of providing updates to the ALI/DMS database through a specified electronic interface. ACCESS Integrated shall contact BellSouth's 911 database vendor directly to request interface. ACCESS Integrated shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ACCESS Integrated and BellSouth shall not be liable for the transactions between ACCESS Integrated and BellSouth's 911 database vendor.

17.3.2 It is ACCESS Integrated's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

17.3.3 ACCESS Integrated shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ACCESS Integrated, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ACCESS Integrated to assume responsibility for such records.

17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ACCESS Integrated that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. ACCESS Integrated shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ACCESS Integrated within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ACCESS Integrated shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ACCESS Integrated's records.

18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable,

whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

19. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide ACCESS Integratedwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

19.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

20. Routine Network Modifications

20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from ACCESS Integrated, BellSouth will perform the RNM.

21. Line Conditioning

21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

21.3 Any copper loop being ordered by ACCESS Integrated which has over 6,000 feet of combined bridged tap will be modified, upon request from ACCESS Integrated, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to ACCESS Integrated. Line conditioning

orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

21.4 ACCESS Integrated may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

21.7 If ACCESS Integrated requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ACCESS Integrated will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

21.8 ACCESS Integrated will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ACCESS Integrated desires BellSouth to condition.

21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for ACCESS Integrated, ACCESS Integrated will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ACCESS Integrated is available at the location for which the ULM was requested, ACCESS Integrated will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ACCESS Integrated will not be charged for ULM but will only be charged the service order charges for submitting an order.

22. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to ACCESS Integrated on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by ACCESS Integrated. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. EELs Audit provisions

23.1 BellSouth may, on an annual basis audit ACCESS Integrated's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to ACCESS Integrated. Such Notice of Audit will be delivered to ACCESS Integrated no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding ACCESS Integrated's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether ACCESS Integrated complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

23.3 To the extent the independent auditor's report concludes that ACCESS Integrated failed to comply with the service eligibility criteria, ACCESS Integrated must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

23.4 To the extent the independent auditor's report concludes that ACCESS Integrated failed to comply in all material respects with the service eligibility criteria, ACCESS Integrated shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that ACCESS Integrated did comply in all material respects with the service eligibility criteria, BellSouth will reimburse ACCESS Integrated for its reasonable and demonstrable costs associated with the audit. ACCESS Integrated will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

24. ACCESS Integrated shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

25. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that ACCESS Integrated may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

26. Subloop Elements.

26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

26.2 Unbundled Subloop Distribution (USLD)

26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

26.2.4 If ACCESS Integrated requests a UCSL and it is not available, ACCESS Integrated may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

26.2.6 Upon request for USLD-INC from ACCESS Integrated, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for ACCESS Integrated's use on this cross-connect panel. ACCESS Integrated will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, ACCESS Integrated shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. ACCESS Integrated's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by ACCESS Integrated is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ACCESS Integrated's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

26.2.9 The site set-up must be completed before ACCESS Integrated can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice ACCESS Integrated's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

26.2.10 Once the site set-up is complete, ACCESS Integrated will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when ACCESS Integrated requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by ACCESS Integrated for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

26.3 Unbundled Network Terminating Wire (UNTW)

26.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and ACCESS Intégrated does own or control such wiring, ACCESS Integrated will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to ACCESS Integrated.

26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate ACCESS Integrated for each pair activated commensurate to the price specified in ACCESS Integrated's Agreement.

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the

spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	187.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	28.84	187.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	187.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	181.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	181.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.58	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.58	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.58	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.86	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	26.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	80.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	80.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	80.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	16.89	127.59	80.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.64	127.59	80.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	80.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	80.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	80.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	80.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	80.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	80.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	80.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	80.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	80.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	80.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.78	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.48	122.48	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	148.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L50F	28.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

Exhibit H

Cartwright, Trish

From: Hamman, John
Sent: Tuesday, May 02, 2006 4:08 PM
To: 'Marva Johnson (marva.johnson@supratelecom.com)'
Subject: RE: FL-COL Vacated

Attachments: Fl COL Vacated Amendment.pdf



Fl COL Vacated Amendment.pdf (...

Here's the Vacated FL amendment for your review and signature.

-----Original Message-----
From: Hamman, John
Sent: Thursday, April 27, 2006 9:57 AM
To: 'Marva Johnson (marva.johnson@supratelecom.com)'
Subject: FL-COL Vacated

Marva:

Just to let you know the FL COL Vacated issues have been ordered and we're to execute a "revised" amendment to reflect the order. We're going to be asking the Commission for a 30 day extension to file the revised amendment.

Any questions, please let me know.

I"ve attached the COL amendment that was executed for Supra and we'll be sending a new amendment for the vacated items.

Thanks!

John M. Hamman
Manager-BellSouth Business Markets
Telephone: 404-927-1992
Fax: 404-529-7839
iPage: JohnHamman@imcingular.com

<< File: FL COL Executed Letter 3-29-06.PDF >> << File: Supra FL COL2 Signature.PDF >>

Gurdian, Manuel

From: Tamplin, James
Sent: Wednesday, June 07, 2006 10:46 AM
To: Gurdian, Manuel
Cc: Cartwright, Trish
Subject: FW: URGENT - FL-COL Vacated
Importance: High

-----Original Message-----
From: Cartwright, Trish
Sent: Wednesday, June 07, 2006 9:53 AM
To: Tamplin, James
Subject: FW: URGENT - FL-COL Vacated
Importance: High

Jim:

I am not sure if I copied you with this response.

From: Cartwright, Trish
Sent: Thursday, June 01, 2006 10:54 AM
To: 'dnilson@STIS.com'; Marva.Johnson@supratelecom.com
Cc: Cartwright, Trish
Subject: RE: URGENT - FL-COL Vacated
Importance: High

David:

We have requested an extension thru 6/13/06.

Thank you.
Trish Cartwright
Contract Negotiator
404-927-2060
"Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement"
If you have received this message in error or do not wish to receive future commercial electronic mail messages from BellSouth Interconnection Services visit <http://contactmanage.bellsouth.com/interconnection/optout/index.asp> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375

From: dnilson@STIS.com [mailto:dnilson@STIS.com]
Sent: Tuesday, May 30, 2006 4:55 PM
To: Cartwright, Trish; Marva.Johnson@supratelecom.com
Cc: Cartwright, Trish
Subject: RE: URGENT - FL-COL Vacated

Trish

As we discussed, Supra is simply unable to comply with the timeframes stated in your email. In the past 4+ months we have negotiated with BellSouth

1) A massive TELRIC rate Amendment
2) A amendment to implement the MOU between the companies
3) A correction to #2 above - Still pending
4) A transitional Commercial UNE-P Agreement.
5) A commercial UNE-P agreement - not concluded
6) A Florida 251 agreement - Pending
7) A GA 251 agreement - Pending
8) FL COL - Initial
9) GA COL (?? Pending)
10) and done all of the above, while BellSouth has changed its contract manager / negotiator a total of 4 times.

We have done all this with a staff of two, and have similar responsibilities with at least 4 other ILECS nationwide. We simply lack the bandwidth to comply with the timeframes stated in this request as we cannot simply devote all our time to Bellsouth issues. We respectfully require another two weeks to complete our review, and address any issues which may arise from that review.

David A. Nilson
Vice President - Regulatory Affairs
Supra Telecommunications & Information Systems, Inc.
2901 SW 149 Ave.
Miramar FL, 33027
786-455 4202 (T), 786-455 4550(F)
dnilson@stis.com
http://www.stis.com

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From: Cartwright, Trish [mailto:Trish.Cartwright@BellSouth.com]
Sent: Tuesday, May 30, 2006 9:41 AM
To: Johnson, Marva; Nilson, Dave
Cc: Cartwright, Trish
Subject: URGENT - FL-COL Vacated
Importance: High

Marva:

Please note that we are filing with the FL PSC today at 2:00PM the names of any FL CLECs that have not signed the FL COL amendment updating for the 6 vacated issues. Supra has not signed the updated vacated FL COL provided to Supra by John Hamman on 5/2/06 and again on 5/9/06. If you would like to go ahead and sign this I will try to have Supra's name deleted from the report to the FL PSC.

Thank you for your attention in this urgent matter.

Thank you.
Trish Cartwright
Contract Negotiator
404-927-2060
"Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement"
If you have received this message in error or do not wish to receive future commercial electronic mail messages from

BellSouth Interconnection Services visit <http://contactmanage.bellsouth.com/interconnection/optout/index.asp> or write to us at:
Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375
<<Fl COL Vacated Amendment.pdf>>

From: Hamman, John
Sent: Tuesday, May 09, 2006 12:42 PM
To: A. Nilson David (dnilson@stis.com)
Subject: FW: FL-COL Vacated

-----Original Message-----
From: Hamman, John
Sent: Thursday, April 27, 2006 9:57 AM
To: 'Marva Johnson (marva.johnson@supratelecom.com)'
Subject: FL-COL Vacated

Marva:

Just to let you know the FL COL Vacated issues have been ordered and we're to execute a "revised" amendment to reflect the order. We're going to be asking the Commission for a 30 day extension to file the revised amendment.

Any questions, please let me know.

I"ve attached the COL amendment that was executed for Supra and we'll be sending a new amendment for the vacated items.

Thanks!

John M. Hamman
Manager-BellSouth Business Markets
Telephone: 404-927-1992
Fax: 404-529-7839
iPage: JohnHamman@imcingular.com

<<FL COL Executed Letter 3-29-06.PDF>> <<Supra FL COL2 Signature.PDF>>

*****

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Amendment to the Agreement
Between
Supra Telecommunications and Information Systems, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 15, 2002

Pursuant to this Amendment, (the "Amendment"), Supra Telecommunications and Information Systems, Inc. (Supra), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 15, 2002 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission (FPSC) rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the FPSC issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties have previously amended the Agreement to incorporate the Decision, other than the vacated issues, and the Parties now desire to amend the Agreement to incorporate the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

7. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**Supra Telecommunications and Information Systems, Inc.**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

Commingling of Services

Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Supra has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Supra must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

Line Splitting

4.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

4.2 Line Splitting – UNE-L. If Supra provides its own switching or obtains switching from a third party, Supra may engage in line splitting arrangements with another CLEC using a splitter, provided by Supra, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

4.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

4.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Supra owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

4.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

4.3 CLEC Provided Splitter – Line Splitting – UNE-L

4.3.1 To order High Frequency Spectrum on a particular Loop, Supra must have a DSLAM collocated in the central office that serves the End User of such Loop.

4.3.2 Supra may purchase, install and maintain central office POTS splitters in its collocation arrangements. Supra may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

4.3.3 Any splitters installed by Supra in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Supra may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

4.4 Maintenance – Line Splitting – UNE-L

4.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

4.5 Indemnification

4.5.1 Supra shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other

service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4.6 Network Modifications

4.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

5. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

5.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																

Attachment: 2 Exh B

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)																
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
		Commingled ISDN COCI			XDD4X	UC1CA	3.86	6.71	4.84	0.00	0.00						
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	80.54	48.00	6.31						
		Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
		Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
		Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
		Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
		Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
		Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L9ND	10.92										
		Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
		Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
		Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
		Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
		Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
		Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.86								

Exhibit I

Tamplin, James

From: Davis, Tosha
Sent: Friday, June 02, 2006 2:14 PM
To: 'sloney@bullseyetelecom.com'
Cc: Tamplin, James
Subject: FL Change of Law Amendment

Hello Scott,

Please see the letter below which requires your response by close of business on June 9, 2006.

Thank you for your timely attention to this matter.

Tosha Davis (on behalf of Dwight Bailey)
(404) 927-5567



Bullseye
L.follwupt.c

675 West Peachtree Street, NE
Room 34S91
Atlanta, GA 30375
7839

Tosha Davis
(404) 927-*5567*
FAX: 404 529-

Sent Via Electronic Mail and Federal Express

June 2, 2006

Mr. Scott Loney
Bullseye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

Dear Mr. Loney:

I am writing to you in follow up to a correspondence sent to you on May 1, 2006 from Trish Cartwright. This correspondence was sent via e-mail and certified mail. In addition, I left you a voice mail inquiry regarding this matter on May 25th.

The correspondence from Trish contained documents addressing the Florida Change of Law Amendment. Based upon a ruling by the Florida Public Service Commission, this amendment must be adopted into your Interconnection Agreement with BellSouth. The deadline to sign and return these documents was May 10th. Please advise as to whether or not Bullseye Telecom, Inc. intends to sign this amendment or not. I need a positive response from you by no later than Friday June 9, 2006. If you plan to sign the amendment, please print two copies of the signature page, sign both, and fax a copy to me at (404) 529-7839 by close of business on June 9th. Next, please mail both original signature copies to my attention at the address shown above. Upon receipt of the signature pages, I will have them signed and return one (1) original back to you.

In closing, effective late April, I have taken over the Bullseye account from Trish. I look forward to working with you and I thank you in advance for your timely attention to this matter.

Sincerely,

Tosha Davis
Manager, Business Markets
(404) 927-5567

RE: BULLSEYE TELECOM
FL COL

Track Shipments
Detailed Results

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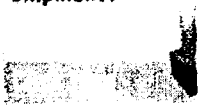
Tracking number	856916399929	**Reference**	MSC
Signed for by	L.KIMP	**Delivered to**	Receptionist/Front Desk
Ship date	Jun 2, 2006	**Service type**	Standard Envelope
Delivery date	Jun 5, 2006 9:03 AM		
Status	Delivered		

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Jun 5, 2006	9:03 AM	**Delivered**		
Jun 3, 2006	7:33 AM	At local FedEx facility	DETROIT, MI	
	7:33 AM	At local FedEx facility	DETROIT, MI	Package not due for delivery
	5:38 AM	At dest sort facility	ROMULUS, MI	
	5:37 AM	Departed FedEx location	INDIANAPOLIS, IN	
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By selecting this check box and the Submit button, I agree to these Terms and

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Cartwright, Trish

From: Cartwright, Trish
Sent: Monday, May 01, 2006 12:49 PM
To: 'sloney@bullseyetelecom.com'
Cc: Cartwright, Trish
Subject: BullsEye FL COL Updated amendment

Importance: High

Attachments: BullsEye 050106 FL COL Amendment.pdf

Scott:

Please find attached the edited FL Change of Law amendment - this follows the latest information from the FL PSC.

Thank you.

Trish Cartwright

Contract Negotiator

404-927-2060

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Attn: BellSouth Interconnection Services Marketing Communications
Rm 34H71
675 West Peachtree
Atlanta, GA 30375



BullsEye 050106 FL COL Amendme...

Cartwright, Trish

From: Postmaster
Sent: Monday, May 01, 2006 12:49 PM
To: Cartwright, Trish
Subject: Delivery Status Notification (Relay)

Attachments: ATT236560.txt; BullsEye FL COL Updated amendment


ATT236560.txt
(492 B)


BullsEye FL COL
Updated amendm...

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

sloney@bullseyetelecom.com

Amendment to the Agreement
Between
Bullseye Telecom, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 26, 2004

Pursuant to this Amendment, (the "Amendment"), Bullseye Telecom, Inc. (BULLSEYE), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated March 26, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, on February 28, 2006, the Florida Public Service Commission voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b;

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law ("Second Order"), rendering decisions on the issues previously vacated;

WHEREAS, the Parties desire to amend the Agreement to incorporate the Decision and the Second Order;

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the state of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the state of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the state of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.

6. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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

8. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**Bullseye Telecom, Inc.**
By:	By:
Name: Kristen E. Shore	Name:
Title: Director	Title:
Date:	Date:

1. Transition for DS1 and DS3 Loops

1.1 For purposes of this Section 1, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

1.2 For purposes of this Section 1, Embedded Base means DS1 and DS3 Loops that were in service for BULLSEYE as of March 11, 2005, in those wire centers that, as of such date, met the criteria set forth in Section 1.4.1 and 1.4.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

1.3 Excess DS1 and DS3 Loops are those BULLSEYE DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 1.3.1 and 1.3.2 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

1.3.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to BULLSEYE at any single building in which DS1 Loops are available as unbundled loops.

1.3.2 BULLSEYE may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for BULLSEYE's Embedded Base during the Transition Period:

1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).

1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base and BULLSEYE's Excess DS1 and DS3 Loops equal to the higher of:

1.6.1 115% of the rate paid for that element on June 15, 2004; or

1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.

1.7 The Transition Period shall apply only to (1) BULLSEYE's Embedded Base and (2) BULLSEYE's Excess DS1 and DS3 Loops. BULLSEYE shall not add new DS1 or DS3 loops pursuant to this Agreement.

1.8 BULLSEYE shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a BULLSEYE chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled.

1.8.1 If BULLSEYE submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

1.8.2 If BULLSEYE fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

1.9 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for BULLSEYE to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

2.2.1 For purposes of this Section 2.2, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means Dark Fiber Loops that were in service for BULLSEYE as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for BULLSEYE at the terms and conditions set forth in this Attachment.

2.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base of Dark Fiber Loops equal to the higher of:

2.2.4.1 115% of the rate paid for that element on June 15, 2004; or

2.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

2.2.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 2.2.4.

2.2.4.4 The Transition Period shall apply only to BULLSEYE's Embedded Base and BULLSEYE shall not add new Dark Fiber Loops pursuant to this Agreement.

2.2.5 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.2.6 BULLSEYE shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. BULLSEYE may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If BULLSEYE chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops

once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled.

2.2.6.1 If BULLSEYE submits the spreadsheets specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges and no UNE disconnect charges.

2.2.6.2 If BULLSEYE fails to submit the spreadsheet(s) specified in Section 2.2.6 above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify BULLSEYE's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.2.6.3 For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by BULLSEYE, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to BULLSEYE. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to BULLSEYE unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

3.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for BULLSEYE as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for BULLSEYE as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those BULLSEYE DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for BULLSEYE's Embedded Base during the Transition Period:

3.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)

3.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).

3.2.5.3 BULLSEYE may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <BULLSEYE's Embedded Base Entrance Facilities and only during the Transition Period.

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base of

DS1 and DS3 Dedicated Transport and for BULLSEYE's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) BULLSEYE's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) BULLSEYE's Excess DS1 and DS3 Dedicated Transport. BULLSEYE shall not add new Entrance Facilities pursuant to this Agreement. Further. BULLSEYE shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 BULLSEYE shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. BULLSEYE may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a BULLSEYE chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits or UNE Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 UNE Dedicated Transport circuits and UNE Entrance Facilities once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If BULLSEYE submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If BULLSEYE fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify BULLSEYE's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

3.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for BULLSEYE as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for BULLSEYE as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for BULLSEYE's Embedded Base during the Transition Period:

3.3.6 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. (Tier 2 Wire Center)

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

3.3.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base and Embedded Base Dark Fiber Entrance Facilities shall be equal to the higher of:

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit A Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for BULLSEYE's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to BULLSEYE's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. BULLSEYE shall not add new Dark Fiber Transport as described in this Section 3.3. BULLSEYE shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide BULLSEYE future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 BULLSEYE shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. BULLSEYE may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such

spreadsheet shall take the place of an LSR or ASR. If a BULLSEYE chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If BULLSEYE submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.3.11.2 If BULLSEYE fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify BULLSEYE's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.3.11.3 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

4. Loops/Transport

4.1 Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is included under Issue 1.

4.2 (i) Business Line

4.2.1 For purposes of this Amendment, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched

services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

4.3 (ii) Fiber-Based Collocation

4.3.1 For purposes of this Amendment a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

5.1 Procedures For Additional Designations Of "Non-Impaired" Wire Centers

5.1.1 If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth will post

a Carrier Notification Letter (CNL) designating any new (additional) "non-impaired" wire centers ("subsequent wire centers"). The list of additional "non-impaired" wire centers as designated by BellSouth will reflect the number of Business Lines, as of December 31 of the previous year, and will also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

5.1.2 Designation by BellSouth of additional "non-impaired" wire centers will be based on the following criteria:

a. The CLLI of the wire center.
b. The number of switched business lines served by BellSouth in that wire center based upon data as reported in ARMIS 43-08 for the previous year.
c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.
d. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
e. The names of any carriers relied upon as fiber-based collocators.

5.1.3 BellSouth and BULLSEYE agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

5.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	
ORLDFLCL	20,828	>4	1	
MNDRFLLO	20,180	3	2	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services

and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

8. Except to the extent expressly provided otherwise in this Attachment, BULLSEYE may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that BULLSEYE has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide BULLSEYE with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by BULLSEYE within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If BULLSEYE fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, BULLSEYE shall undertake a reasonably diligent inquiry to determine whether BULLSEYE is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, BULLSEYE self-certifies that to the best of BULLSEYE's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon BULLSEYE's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill BULLSEYE the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, BULLSEYE shall submit a

spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) BULLSEYE converts existing UNEs to other services or orders new services as services other than UNEs, (3) BULLSEYE otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of BULLSEYE, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund BULLSEYE the difference between the rate paid by BULLSEYE for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods

11.1 <u>DS1 or DS3 loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future</u>

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.

11.4 BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for BULLSEYE in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.5 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, BULLSEYE shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a BULLSEYE chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.7.1 If BULLSEYE submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.

11.7.2 If BULLSEYE fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify BULLSEYE's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.7.3 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

11.8 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for BULLSEYE in a wire center on the Subsequent Wire Center List as of the thirtieth (30^{th}) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

11.8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

11.8.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List BULLSEYE shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a BULLSEYE chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within BULLSEYE's total special access circuits and apply any discounts to which BULLSEYE is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

11.8.6.1 If BULLSEYE submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable

11.8.6.2 If BULLSEYE fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify BULLSEYE's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

11.8.7 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to BULLSEYE's customers' service.

12. BULLSEYE may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment 9. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to BULLSEYE, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

13. The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73400, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that BULLSEYE has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. BULLSEYE must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

14.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

14.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

14.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

15. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to BULLSEYE pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to BULLSEYE pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from BULLSEYE. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between BULLSEYE and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

15.2 Any outstanding conversions shall be effective on or after the effective date of this agreement.

15.3 Ordering Guidelines and Processes

15.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, BULLSEYE should refer to the "Guides" section of the BellSouth Interconnection Web site.

15.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.

15.3.3 The provisioning of Network Elements, Combinations and Other Services to BULLSEYE's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with BULLSEYE's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15.3.4 Any pending conversions shall be effective on the effective date of this agreement.

16. Line Splitting

16.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

16.2 Line Splitting – UNE-L. If BULLSEYE provides its own switching or obtains switching from a third party, BULLSEYE may engage in line splitting arrangements with another CLEC using a splitter, provided by BULLSEYE, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

16.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When BULLSEYE owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

16.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

16.3.1 To order High Frequency Spectrum on a particular Loop, BULLSEYE must have a DSLAM collocated in the central office that serves the End User of such Loop.

16.3.2 BULLSEYE may purchase, install and maintain central office POTS splitters in its collocation arrangements BULLSEYE may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms

and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

16.3.2 Any splitters installed by BULLSEYE in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. BULLSEYE may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

16.4 Maintenance – Line Splitting – UNE-L

16.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

16.5 Indemnification

16.5.1 BULLSEYE shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

17.1 BellSouth shall provide BULLSEYE with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. BULLSEYE will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

17.3.1 BellSouth's 911 database vendor shall provide BULLSEYE the capability of providing updates to the ALI/DMS database through a specified electronic interface. BULLSEYE shall contact BellSouth's 911 database vendor directly to request

interface. BULLSEYE shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of BULLSEYE and BellSouth shall not be liable for the transactions between BULLSEYE and BellSouth's 911 database vendor.

17.3.2 It is BULLSEYE's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

17.3.3 BULLSEYE shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to BULLSEYE, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for BULLSEYE to assume responsibility for such records.

17.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to BULLSEYE that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. BULLSEYE shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to BULLSEYE within two (2) months following the date of the Stranded Unlock report provided by BellSouth. BULLSEYE shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of BULLSEYE's records.

18. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

19. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide BULLSEYEwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

19.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

20. Routine Network Modifications

20.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

20.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from BULLSEYE, BellSouth will perform the RNM.

21. Line Conditioning

21.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

21.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

21.3 Any copper loop being ordered by BULLSEYE which has over 6,000 feet of combined bridged tap will be modified, upon request from BULLSEYE, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to BULLSEYE. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

21.4 BULLSEYE may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

21.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

21.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

21.7 If BULLSEYE requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. BULLSEYE will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

21.8 BULLSEYE will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that BULLSEYE desires BellSouth to condition.

21.9 When requesting ULM for a Loop that BellSouth has previously provisioned for BULLSEYE, BULLSEYE will submit a SI to BellSouth. If a spare Loop facility that

meets the Loop modification specifications requested by BULLSEYE is available at the location for which the ULM was requested, BULLSEYE will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, BULLSEYE will not be charged for ULM but will only be charged the service order charges for submitting an order.

22. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to BULLSEYE on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by BULLSEYE. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. EELs Audit provisions

23.1 BellSouth may, on an annual basis audit BULLSEYE's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to BULLSEYE. Such Notice of Audit will be delivered to BULLSEYE no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding BULLSEYE's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether BULLSEYE complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

23.3 To the extent the independent auditor's report concludes that BULLSEYE failed to comply with the service eligibility criteria, BULLSEYE must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

23.4 To the extent the independent auditor's report concludes that BULLSEYE failed to comply in all material respects with the service eligibility criteria, BULLSEYE shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that BULLSEYE did comply in all material respects with the service eligibility criteria, BellSouth will reimburse BULLSEYE for its reasonable and demonstrable costs associated with the audit. BULLSEYE will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

24. BULLSEYE shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

25. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that BULLSEYE may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

26. Subloop Elements.

26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

26.2 Unbundled Subloop Distribution (USLD)

26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)

Unbundled Copper Subloop (UCSL)

USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

26.2.4 If BULLSEYE requests a UCSL and it is not available, BULLSEYE may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

26.2.6 Upon request for USLD-INC from BULLSEYE, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for BULLSEYE's use on this cross-connect panel. BULLSEYE will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, BULLSEYE shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. BULLSEYE's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by BULLSEYE is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet BULLSEYE's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

26.2.9 The site set-up must be completed before BULLSEYE can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice BULLSEYE's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

26.2.10 Once the site set-up is complete, BULLSEYE will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when BULLSEYE requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by BULLSEYE for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

26.3 Unbundled Network Terminating Wire (UNTW)

26.3.1 NTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and BULLSEYE does own or control such wiring, BULLSEYE will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to BULLSEYE.

26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate BULLSEYE for each pair activated commensurate to the price specified in BULLSEYE's Agreement.

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's

service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
4-WIRE ANALOG VOICE GRADE LOOP																
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
4-WIRE DS1 DIGITAL LOOP																
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																	
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)																
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
		Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	80.54	48.00	6.31						
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	80.54	48.00	6.31						
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.82	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	80.54	48.00	6.31						
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	80.54	48.00	6.31						
		Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	80.54	48.00	6.31						
		Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	80.54	48.00	6.31						
		Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
		Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.81	17.95						
		Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
		Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
		Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
		Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
		Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
		Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
		Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
		Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
		Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
		Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
		Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
		Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L50F	26.85										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								