



BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
Fax: (850) 224-5073

April 7, 2006

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

060334-TP

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and XO Communications Services, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with XO Communications Services, Inc.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

Regulatory Vice President

DOCUMENT NUMBER-DATE

03170 APR-7 8

FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
XO Communications Services, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 25, 2002**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. (XOCS), 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 25, 2002 (Agreement).

WHEREAS, BellSouth and XOCS entered into the Agreement on October 25, 2002, and;

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

1. The Parties hereby agree to incorporate into Attachment 2 of 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 provisions and rates from Attachment 2 of the Agreement:
 - OCn Loops
 - OCn Dedicated Transport
 - Line Sharing
 - Packet Switching
 - 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. The Parties agree that in accordance with the FCC's Triennial Review Remand Order ("TRRO"), effective as of March 11, 2005, from March 11, 2005, through March 10, 2006 (the "Transition Period"), BellSouth is entitled to charge a rate for CLEC's loop and port combinations (UNE-P) in service as of March 11, 2005, equal to the higher of the rate at which XOCS leased the combination of elements on June 15, 2004, plus one dollar (\$1), or the rate the Commission established, if any, between June 16, 2004 and the effective date of the TRRO, plus one dollar. BellSouth shall bill XOCS the one dollar (\$1) additive in the "OC&C" portion of XOCS' bill for UNE-P lines in service for XOCS during the Transition Period up until the date that such UNE-P was disconnected or converted to resold service.
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.
8. All of the other provisions of the Agreement shall remain in full force and effect. 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.
9. This Amendment shall be deemed effective on March 11, 2006 (Effective Date).
10. Either or both 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.

By: *Kristen E Shore*

Name: Kristen E. Shore

Title: Director

Date: 3/10/06

XO Communications Services, Inc.

By: *Heather B. Gold*

Name: SVP Government Relations

Title: XO Communications, Inc.

Date: 3/9/06

- 1.1 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to XOCS pursuant to Section 251 of the Act and under the interconnection agreement or convert a Network Element or Combination that is available to XOCS pursuant to Section 251 of the Act and under the interconnection 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 Network Elements or Combinations or when converting from Network Elements or Combinations as set forth 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 XOCS. A Converted circuit shall be considered terminated for purposes of any volume and/or term commitments and/or wholesale services in grandfathered status between XOCS 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. In such cases, BellSouth shall not physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages to the extent that such guidelines do not conflict with the provisions of this Agreement.
- 1.2 Except to the extent expressly provided otherwise in this Attachment, XOCS 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 XOCS has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide XOCS with thirty (30) days written notice to disconnect or convert such Arrangements. If XOCS 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 pursuant to this Section 1.7 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. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.3 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

1.3.1 BellSouth may seek to designate additional wire centers as “non-impaired” pursuant to the criteria set forth in 47 C.F.R. 51.319 based upon either (1) an increase in the business line count or (2) an increase in the number of Fiber Based Collocators (“FBCs”) for such wire centers. For non-impairment designations based upon the business line count, BellSouth shall, no later than June 30 of each year, file with the Commission the proposed list of such additional “non-impaired” wire centers. For non-impairment designations based upon an increase in the number of FBCs, BellSouth has the option of filing with the Commission, at any time during the year, pursuant to Sections 1.3.1 through 1.3.5, the proposed list of such additional “non-impaired” wire centers. The list of additional “non-impaired” wire centers as designated by BellSouth shall reflect the number of business lines, as of December 31 of the previous year based upon its ARMIS 43 08 data filed with the FCC and/or shall reflect the current number of FBCs in each wire center, as applicable, and to the extent BellSouth relies upon such information to make its designation. In no event shall BellSouth make more than two such non-impairment designation filings per state in a given calendar year for non-impairment designations based upon an increase in the number of FBCs, nor shall BellSouth make more than one such non-impairment designation filing per state in a given calendar year for non-impairment decisions based on the business line count.

1.3.2 To the extent BellSouth identifies additional wire centers as non-impaired, based upon an increase in the number of FBCs, BellSouth shall identify the FBCs upon which it has relied, and shall obtain from each collocator, prior to filing, a written affirmation that it qualifies as a FBC. XOCs shall, within 20 days of a request by BellSouth, affirm or deny that it constitutes a fiber-based collocator, as defined in 47 C.F.R. 51.5. In the event that XOC is listed as a FBC and denies such status, XOCs shall provide BellSouth with all information reasonably necessary to support such position at the same time that XOCs makes such assertion.

1.3.3 In any such filing designating additional wire centers as “non-impaired,” BellSouth shall, to the extent applicable, file the following documentation demonstrating that each additional wire center meets the relevant TRRO criteria. BellSouth agrees to make such documentation available to XOCs under the terms of a Commission protective order. Provided, however, to the extent a Commission requires different information to be provided in support of BellSouth’s designation of an additional wire center as non-impaired, the Parties will work cooperatively to utilize such new Commission requirements, and amend the interconnection agreement accordingly, if necessary.

- 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.

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- c. The number of UNE-P or equivalent lines used to serve business customers (UNE-P lines serving residential customers shall not be counted as business lines in BellSouth's analysis).
 - d. The number of DS0 (non-high capacity) UNE-L lines in service.
 - e. The number of DS1 UNE-L lines in service (DS0 equivalent line count).
 - f. The number of DS1 UNE EELs (DS0 equivalent line count).
 - g. The number of DS3 UNE-L lines in service (DS0 equivalent line count).
 - h. The number of DS3 EELs (DS0 equivalent line count).
 - i. A completed worksheet that shows, in detail, any conversion of digital access lines to voice grade equivalents and any resulting adjustments.
 - j. The names of any carriers relied upon as a FBC, and the wire center in which each was relied upon.
- 1.3.4 XOCS shall have thirty (30) days from the date of BellSouth's non-impairment designation filing to file a challenge with the Commission to any such additional non-impaired wire center designated by BellSouth. Any such challenge must be specific, supported by evidence or verified statement refuting the data supplied by BellSouth and sufficient for the Commission to render a final determination.
- 1.3.5 Changes to the wire center designations shall become effective sixty (60) days following such filing by BellSouth with the Commission or the date such designations are approved by the Commission, whichever is earlier. The additional Non-impaired Wire Centers shall be considered "Subsequent Wire Centers." As of such effective date, BellSouth shall not be required to provide, and XOCS shall not add, new DS1 and DS3 Loops, Excess DS1 and DS3 Loops, DS1 or DS3 Dedicated Transport circuits, Excess DS1 and DS3 Dedicated Transport or Dark Fiber Transport circuits in Subsequent Wire Centers.
- 1.3.6 Subsequent Embedded Base shall mean those DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport, or Dark Fiber Transport, as applicable, that were in service for XOCS or for which XOCS had orders pending in a Subsequent Wire Center on the effective date of the Subsequent Wire Center non-impairment designation and shall include any DS1 and/or DS3 Loops or DS1 and/or DS3 Dedicated Transport circuits in excess of the caps set forth in the interconnection agreement in such Subsequent Wire Centers as of that same date. Disconnects or, for Loops, loss of End Users resulting in disconnection or reuse by another carrier of such DS1 or DS3 Loop(s), shall be removed from the Subsequent Embedded Base.
- 1.3.7 Within thirty (30) days of the non-impairment designation effective date as set forth in Sections 2.1.4.13, 5.2.8.8 and 5.4.1.9 above, CLEC shall provide a preliminary spreadsheet identifying its Subsequent Embedded Base, in the form set forth on BellSouth's web site and as set forth in Exhibit C. Such spreadsheet shall identify the Subsequent Embedded Base to be disconnected or converted to other BellSouth services. The Parties shall work cooperatively to review such

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spreadsheet and identify any errors, and shall, within thirty (30) days from XOCS' submission of such spreadsheet, make any necessary modifications or corrections to the spreadsheet. BellSouth will begin Conversion of such circuits no earlier than the sixtieth (60TH) day following the non-impairment designation effective date. Such Conversions shall be pursuant to Section 1.1. Tariff rates, terms and conditions shall apply upon Conversion of the circuits to wholesale services. CLEC shall pay the UNE rate set forth in the interconnection agreement until such time as BellSouth converts the circuit.

- 1.3.8 In the event XOCS fails to submit the spreadsheet(s) described above as requested by BellSouth, and still has not provided such preliminary spreadsheet(s) within 60 days of the non-impairment designation effective date described above, BellSouth will identify XOCS's remaining Subsequent Embedded Base, if any, and may begin transition of such circuits immediately to the equivalent wholesale tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in the interconnection agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs upon such transition. The applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned. BellSouth shall not seek to apply such charges for circuits that are inadvertently omitted from the spreadsheet provided by XOCS as long as such spreadsheet identified at least ninety-five percent (95%) of the Embedded Base and Excess DS1 and DS3 Loops and Dedicated Transport and Dark Fiber Transport, but will work cooperatively with XOCS to correct any errors on the submitted spreadsheets.
- 1.3.9 In the event that (1) BellSouth designates a wire center as non-impaired, either initially or as a Subsequent Wire Center, (2) as a result of such designation, XOCS Converts existing Network Elements or Combinations to other services or orders new services as services other than Network Elements or Combinations, (3) XOCS otherwise would have been entitled to Network Elements or Combinations in such wire center at the time such alternative services were provisioned, and (4) BellSouth acknowledges, or a state or federal 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 XOCS, no later than sixty (60) days after BellSouth acknowledges or the State or Federal Regulatory body issues an Order making such a finding, BellSouth shall transition to Network Elements or Combinations any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall credit XOCS the difference between the recurring and nonrecurring rate(s) paid by XOCS for such services and the applicable Network Element or Combinations rate, including but not limited to any charges associated with the resulting conversion from Network Element or Combinations to other wholesale services or group of wholesale services for the period prior to such circuit being transitioned to a Network Element or Combination. Such credit shall be calculated from June 1, 2005, for a

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Non-impaired Wire Center meeting the criteria set forth in this Section. For a Subsequent Wire Center, the credit shall be calculated from the date of the Conversion of the Network Element or Combination to the other services or if a new service was ordered instead of a Network Element or Combination, the date such new service was provisioned by BellSouth. There shall be no additional charge for such transition to Network Elements or Combination services. XOCS shall only be responsible for such charges as would have applied if said Wire Center had not been designated as non-impaired. Further, BellSouth will cooperate with XOCS to allow rescission of any changes made to term or volume commitments for wholesale services in reliance on the designation of such Wire Center as non-impaired when such increase to a term or volume commitment was made after the Wire Center was designated non-impaired and where such increase was directly attributed to the conversion of Network Elements or Combination in such Wire Center to wholesale services. In no case shall the reduction in term or volume commitment be greater than the billing reduction related to the actual circuits converted to Network Elements pursuant to this Section.

- 1.3.10 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 1.4 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall 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 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a TELRIC based price quote for the request and, upon receipt of payment from XOCS, BellSouth shall perform the RNM.
- 1.5 Commingling of Services
- 1.5.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more services or facilities that XOCS has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale services or facilities. BellSouth shall permit XOCS to Commingle a Network Element or Combination, including those subject to the transition period set forth in Sections 2.1.4, 5.2 and 5.4.1 with wholesale services obtained from BellSouth. BellSouth shall, upon request of XOCS, perform the functions necessary to Commingle a Network Element or Combination with one or more BellSouth wholesale services or facilities that

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XOCS has obtained. BellSouth operational policies and procedures implemented to effect Commingled arrangements shall not operationally or practically impair or impede XOCS's ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner. The conversion process should be seamless and should not affect the end user perception of service quality. XOCS must comply with all rates, terms or conditions applicable to such wholesale services or facilities, so long as such rates, terms, or conditions are not in conflict with this Agreement.

- 1.5.2 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.
- 1.5.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be subject to the rates, terms and conditions set forth in this Agreement and the remainder of the circuit or service will be subject to the rates, terms and conditions of the applicable BellSouth tariff or separate agreement between the Parties. The rates, terms and conditions of the tariff are applicable to the wholesale service shall not be changed due to the commingling of that wholesale service with a Network Element or Combination.
- 1.5.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or 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.
- 1.5.5 For the state of Florida, unless otherwise required by the Florida Public Service Commission or the FCC, the wholesale services that can be commingled with Network Elements or a Combination do not include network elements required to be unbundled under Section 271. For the purpose of implementing this section, any change of law shall be accomplished through the process set forth in the Modification of Agreement section of the General Terms and Conditions.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). 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, except to the extent that XOCS may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations, a cell site, Mobile

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Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. XOCS shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 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.

2.1.2.1 For the state of Florida, in new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is only required to unbundle FTTH/FTTC loops to predominantly commercial MDUs, but has no obligation to unbundle such fiber loops to residential MDUs. While the FCC's rules provide that FTTH/FTTC loops serving end user customer premises do not have to be unbundled, CLEC access to unbundled DS1 and DS3 loops was also preserved. Accordingly, in wire centers in which a nonimpairment finding for DS1 or DS3 loops has not been made, BellSouth is obligated upon request to unbundle a FTTH/FTTC loop to provide a DS1 or DS3 loop.

2.1.2.1 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to XOCS on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In the case of such retirement of copper Loops, BellSouth will offer a 64 kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities in lieu of a copper loop.

2.1.2.2 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 XOCS end users. If a request is received by BellSouth for a copper Loop in such situation, and the copper facilities have not yet been retired,

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BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an 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.

- 2.1.3 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 XOCS with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 2.1.4 Transition for DS1 and DS3 Loops
 - 2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 2.1.4.2 For purposes of this Section 2, the definition of Embedded Base Loops means DS1 and DS3 Loops that were in service for XOCS as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 2.1.4.4.1 or 2.1.4.4.2. below. Subsequent disconnects or loss of customers resulting in disconnection or reuse by another carrier of such DS1 or DS3 Loop(s) shall be removed from the Embedded Base Loops.
 - 2.1.4.3 The definition of Excess DS1 and DS3 Loops are those XOCS DS1 and DS3 Loop(s) in service as of March 10, 2005, in excess of the caps set forth in Sections 2.2.3.2 and 2.2.5, respectively. Subsequent disconnects or loss of customers resulting in disconnection or reuse by another carrier of such DS1 or DS3 Loops shall be removed from Excess DS1 and DS3 Loops.
 - 2.1.4.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 1.3, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for XOCS's Embedded Base during the Transition Period in non-impaired wire centers. Non-impaired wire centers are defined as:
 - 2.1.4.4.1 Pursuant to Rule 51.319(a)(4), DS1 Loop Non-Impaired Wire Centers are wire centers serving at least 60,000 business lines and four (4) or more fiber-based collocators.
 - 2.1.4.4.2 Pursuant to Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are wire centers serving at least 38,000 business lines and four (4) or more fiber-based collocators.

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- 2.1.4.5 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.6 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 Attachment 2. 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.
- 2.1.4.7 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 to 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.
- 2.1.4.8 XOCS shall not place any new orders for DS1 and DS3 Loops and/or Excess DS1 and DS3 Loops, as applicable, in Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C and may be amended by BellSouth in accordance with Section 1.3 to add or remove a Wire Center at any time without further amendment to this Agreement.
- 2.1.4.8.1 For DS1 and DS3 Loops and DS1 and DS3 Loops in excess of the caps set forth in Section 2.1.4 in Non-impaired Wire Centers, that were ordered after March 10, 2005, XOCS shall place orders to convert such circuits to an equivalent wholesale service or group of wholesale services within thirty (30) days of the execution of this Agreement. A true-up will be conducted for such circuits and XOCS shall pay: 1) the difference between the Network Element or Combinations recurring rate paid by XOCS and the rate XOCS would have paid had such circuit been ordered and provisioned as a wholesale service or group of wholesale services from June 1, 2005, or the date of installation, whichever is later, and the date the service is converted to a wholesale service or group of wholesale services;

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2) the nonrecurring switch-as-is rate; and, 3) the difference between the Network Element or Combination nonrecurring rate paid by XOCS and the appropriate wholesale or group of wholesale services nonrecurring rate that would have applied had the circuit been ordered and provisioned as a wholesale service or group of wholesale services.

- 2.1.4.9 For Embedded Base Loops and Excess DS1 and DS3 Loops XOCS will pay BellSouth 115% of the Network Element or Combinations rate set forth in Exhibit B as of June 15, 2004, from March 11, 2005, to March 10, 2006, or until the circuit is terminated, whichever is earlier. Additionally, XOCS shall pay BellSouth 115% of the Network Element or Combinations rate set forth in Exhibit B as of June 15, 2004, from March 11, 2006, until such circuit is converted to a wholesale service or group of wholesale services by BellSouth. The nonrecurring switch-as-is rate shall apply to Conversions.
- 2.1.4.10 The Transition Period shall apply only to (1) XOCS's Embedded Base and (2) XOCS's Excess DS1 and DS3 Loops. XOCS shall not be entitled to add new DS1 or DS3 loops as described in Section 2.1.4., respectively, except as set forth in Section 1.3.
- 2.1.4.11 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.4.1 and 2.1.4.4.2, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.12 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.4.1 and 2.1.4.4.2, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.13 For the state of Florida, by March 10, 2006, XOCS will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's web site and included as Exhibit D, of Embedded Base Loops and Excess DS1 and DS3 Loops that are located in the Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com (Non-impaired Wire Centers). This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected.
- 2.1.4.14 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than March 11, 2006. Such Conversions shall be pursuant to Section 1.1. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable tariff rates, terms and conditions including performance measurements shall apply. Beginning March 11, 2006, and until such circuit is converted to wholesale service or group of wholesale services, such Embedded Base Loops and Excess DS1 and DS3 Loops will not be subject to the Performance Measurements provisions of the interconnection agreement and shall not be eligible for SEEMs payments after March 11, 2006 through date of

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Conversion. In the event a Commission or the FCC determines that, during the timeframe from March 11, 2006, through the date of Conversion of each circuit, such circuits are subject to any penalty payment, remedy or service level measurement, then XOCS shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy paid by BellSouth to XOCS attributable specifically to those circuits during such time frame.

2.1.4.15 For the state of Florida, if XOCS fails to submit the spreadsheet(s) as requested by BellSouth or fails to submit orders pursuant to Section 2.1.4.8.1, and still has not produced such spreadsheets or orders by March 10, 2006, BellSouth will identify XOCS's remaining circuits subject to conversion, if any, and may begin transition of such circuits immediately to the equivalent wholesale tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in the interconnection agreement between the Parties and except as set forth in Section 2.1.4.8.1, the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs, upon such transition. Except as set forth in Section 2.1.4.8.1, the applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned. BellSouth shall not seek to apply such charges for circuits that are inadvertently omitted from the spreadsheet(s) provided by XOCS as long as the applicable spreadsheet identified at least ninety-five percent (95%) of the Embedded Base Loops and/or Excess DS1 and DS3 Loops, as applicable, but will work cooperatively with XOCS to correct any errors on the submitted spreadsheet(s).

2.1.4.16 Where XOCS is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.1, XOCS must disconnect or rearrange such circuit to be in compliance with the interconnection agreements and such rearrangements, disconnections, shall be completed by XOCS before March 11, 2006.

2.2 Unbundled Digital Loops

2.2.1 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.2.2 DS3 Loop

2.2.3 4-wire Unbundled DS1 Digital Loop.

2.2.3.1 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 Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and

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4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

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

2.2.4 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of telecommunications services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.2.5 XOCS may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.3 Unbundled Loop Modifications (Line Conditioning)

2.3.1 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 serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

2.3.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than 18,000 feet in length.

2.3.3 For any copper loop being ordered by XOCS which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from XOCS, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to XOCS. Loop conditioning orders that require the removal of 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.

2.3.4 XOCS 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.

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- 2.3.5 Rates for ULM are as set forth in Exhibit A.
- 2.3.6 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.
- 2.3.7 If XOCS 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. XOCS 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.
- 2.3.8 XOCS shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that XOCS desires BellSouth to condition.
- 2.3.9 When requesting ULM for a Loop that BellSouth has previously provisioned for XOCS, XOCS will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by XOCS is available at the location for which the ULM was requested, XOCS 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, XOCS will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.4 Dark Fiber Loop.
- 2.4.4.1 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 XOCS to utilize Dark Fiber Loops.
- 2.4.4.2 Transition for Dark Fiber Loop
- 2.4.4.2.1 For purposes of this Section 2.4.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.4.4.2.2 For purposes of this Section 2.4.4, Embedded Base means Dark Fiber Loops that were in service for XOCS as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

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- 2.4.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for XOCS at the terms and conditions set forth in this Attachment.
- 2.4.4.4 Notwithstanding the Effective Date of this Agreement, the rates for XOCS's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.
- 2.4.4.5 The Transition Period shall apply only to XOCS's Embedded Base and XOCS shall not be entitled to add new Dark Fiber Loops pursuant to this Agreement.
- 2.4.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.
- 2.4.4.7 For the state of Florida, no later than September 10, 2006 XOCS shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.1. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
 - 2.4.4.7.1 If XOCS fails to submit the spreadsheet(s) specified in Section 2.4.4.7 above for all of its Embedded Base prior to September 10, 2006, BellSouth will identify XOCS'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 2.4.4.7.1 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.
 - 2.4.4.7.2 For Embedded Base circuits converted pursuant to Section 2.4.4.7 or transitioned pursuant to 2.4.4.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to 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.
- 3.2 Line Splitting – UNE-L. In the event XOCS provides its own switching or obtains switching from a third party, XOCS may engage in line splitting arrangements with another CLEC using a splitter, provided by XOCS, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Line Splitting –Loop and UNE Port (UNE-P).

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- 3.3.1 To the extent XOCS is purchasing UNE-P pursuant to this Agreement, BellSouth will permit XOCS to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in XOCS's Embedded Base as described in Section 5.4.3.2.
- 3.3.2 XOCS shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if XOCS will not provide voice and data services.
- 3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 on or before March 10, 2006.
- 3.4 Provisioning Line Splitting and Splitter Space
- 3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When XOCS or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.
- 3.4.2 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.
- 3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.
- 3.5 CLEC Provided Splitter – Line Splitting
- 3.5.1 To order High Frequency Spectrum on a particular Loop, XOCS must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 3.5.2 XOCS must provide its own splitters in a central office and have installed its DSLAM in that central office.
- 3.5.3 XOCS may purchase, install and maintain central office POTS splitters in its collocation arrangements. XOCS 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

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terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

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

3.6 Maintenance – Line Splitting.

3.6.1 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.

3.6.2 XOCS 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 Unbundled Network Element Combinations

4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by XOCS are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by XOCS are not already combined by BellSouth in the location requested by XOCS but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by XOCS are not elements that BellSouth combines for its use in its network.

4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

4.1.2 To the extent XOCS requests a "Not Typically Combined" Combination or Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates (Not Typically Combined) and/or methods or procedures for such Combination will be developed pursuant to the BFR process. Rates for Currently Combined and Ordinarily Combined Network Elements will be as set forth in 4.2.1 and 4.2.2.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations, which shall be consistent with the rates established by the applicable Commission and if applicable FCC. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B, in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations, which shall be consistent with the rates established by the applicable Commission and if applicable FCC. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of XOCS.

4.3 Enhanced Extended Links (EELs)

4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide XOCS with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

4.3.2 High-capacity EELs are (1) combinations of Loop Network Element and Dedicated Transport Network Element, (2) Dedicated Transport Network Element commingled with a wholesale loop, or (3) a Loop Network Element commingled with wholesale transport, at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

4.3.3 By placing an order for a high-capacity EEL, XOCS thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, or a new high-capacity EEL as defined in 4.3.2 above. BellSouth shall have the right to audit XOCS's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

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- 4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. XOCS must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 4.3.4.1.1 XOCS has received state certification to provide local voice service in the area being served;
- 4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 4.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 4.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which XOCS will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, XOCS will have at least one (1) active DS1 local service interconnection trunk over which XOCS will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 4.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 4.3.5 BellSouth may audit XOCS' compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, XOCS' compliance with the conditions set out in Section 4.3.4, unless an audit finds material non-compliance. Any audit will be initiated only to the extent reasonably necessary to determine XOCS' compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon BellSouth's written notice that an audit will be performed. To invoke its limited right to audit, BellSouth shall send a 30 days written notice to XOCS that it will conduct an audit.

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- 4.3.5.1 BellSouth shall hire and pay for an independent auditor to perform the audit. If the Parties dispute the definition of an “independent” auditor and whether a given party satisfies the test for independence, such dispute shall be submitted to the appropriate state commission for resolution. The independent auditor must perform its evaluation 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 the requesting carrier’s compliance with the qualifying service eligibility criteria. Such audit shall *be* consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment. The independent auditor’s report will conclude whether XOCS complied in all material respects with the Eligibility Criteria and identify any High-Cap EELs that are in non-compliance.
- 4.3.5.2 BellSouth shall provide XOCS with a copy of the independent auditor’s report within 2 business days from the date of receipt. To the extent the auditor’s report concludes that XOCS failed to comply with the Eligibility Criteria, XOCS must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payment on a going forward basis.
- 4.3.5.3 To the extent the auditor’s report concludes that XOCS complied in all material respects with the Eligibility Criteria for all High-Cap EELS that were audited, BellSouth must reimburse XOCS for its reasonable costs associated with the audit. To the extent that the independent auditor’s report concludes that COCS failed to comply in all material respects with the Service Eligibility Requirements Criteria, XOCS must reimburse BellSouth for the cost of the independent auditor.
- 4.3.5.4 XOCS will maintain the appropriate documentation to support its self-certifications of compliance with the Eligibility Criteria.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport on BellSouth’s network 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 XOCS, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to XOCS. 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 XOCS unbundled access to interoffice transmission facilities that does not connect a pair of wire centers or switches owned by BellSouth (“Entrance Facilities”). In accordance with paragraph 140 of the TRRO, nothing in this Section 5 nor the FCC’s finding of non-impairment with respect to entrance facilities alters XOCS’ right to obtain interconnection facilities (entrance facilities) pursuant to Section 251 [c](2) of the

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Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the pricing schedule.

- 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 XOCS as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 5.2.5.1 or 5.2.5.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5, Embedded Base Entrance Facilities means Entrance Facilities that were in service for XOCS as of March 10, 2005. Subsequent disconnects of such facilities shall be removed from the Embedded Base Entrance Facilities.
- 5.2.4 For purposes of this Section 5, Excess DS1 and DS3 Dedicated Transport means those XOCS DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 5.3. Subsequent disconnects shall be removed from Excess DS1 and DS3 Transport.
- 5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport in the locations identified in this Section 5.2. only for XOCS's Embedded Base during the Transition Period in non-impaired wire centers. Non-impaired wire centers are defined as:
- 5.2.5.1 DS1 Dedicated Transport where the wire centers at the end points of the route are Tier 1 non-impaired wire enters defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four (4) fiber-based collocators, at least 38,000 business lines, or both.
- 5.2.5.2 DS3 Dedicated Transport where the wire centers at the end points of the route are Tier 2 non-impaired wire centers defined pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier1 wire centers, but contain at least three (3) fiber-based collocators, at least 24,000 business lines, or both.
- 5.2.6 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5
- 5.2.7 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

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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 infeasible right to 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.

- 5.2.8 XOCS shall not place any new orders for DS1 and DS3 Dedicated Transport and/or Excess DS1 and DS3 Dedicated Transport, as applicable, in Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C and may be amended by BellSouth in accordance with Section 1.3 to add or remove a Wire Center at any time without further amendment to this Agreement.
- 5.2.8.1 For DS1 and DS3 Dedicated Transport and DS1 and DS3 Dedicated Transport in excess of the caps set forth in Section 5.2 in Non-impaired Wire Centers and Entrance Facilities that were ordered after March 10, 2005, XOCS shall place orders to convert such circuits to an equivalent wholesale service or group of wholesale services within thirty (30) days of the execution of this Agreement. A true-up will be conducted for such circuits and XOCS shall pay: 1) the difference between the Network Element or Combinations recurring rate paid by XOCS and the rate XOCS would have paid had such circuit been ordered and provisioned as a wholesale service or group of wholesale services from June 1, 2005, or the date of installation, whichever is later, and the date the service is converted to a wholesale service or group of wholesale services; 2) the nonrecurring switch-as-is rate; and, 3) the difference between the Network Element or Combination nonrecurring rate paid by XOCS and the appropriate wholesale or group of wholesale services nonrecurring rate that would have applied had the circuit been ordered and provisioned as a wholesale service or group of wholesale services.
- 5.2.8.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for XOCS's Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.8.3 For Embedded Base Transport and Excess DS1 and DS3 Dedicated Transport and Entrance Facilities XOCS will pay BellSouth 115% of the Network Element or Combinations rate set forth in XOCS' interconnection agreements as of June 15, 2004, from March 11, 2005, to March 10, 2006, or until the circuit is terminated, whichever is earlier. Additionally, XOCS shall pay BellSouth 115% of the Network Element or Combinations rate set forth in XOCS' interconnection agreements as of June 15, 2004, from March 11, 2006, until such circuit is

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converted to a wholesale service or group of wholesale services by BellSouth. The nonrecurring switch-as-is rate shall apply to Conversions.

- 5.2.8.4 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for XOCs's Embedded Base of DS1 and DS3 Dedicated Transport and for XOCs's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2 shall be as set forth in Exhibit B and the rates for XOCs's Embedded Base of DS1 and DS3 Entrance Facilities as described in this Section 5.2 shall be as set forth in Exhibit A.
- 5.2.8.5 The Transition Period shall apply only to (1) XOCs's Embedded Base and Embedded Base Entrance Facilities; and (2) XOCs Excess DS1 and DS3 Dedicated Transport. XOCs shall not be entitled to add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 except pursuant to the process as set forth in Section 1.3.
- 5.2.8.6 Once a wire center exceeds either of the thresholds set forth in Section 5.2.5.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.8.7 Once a wire center exceeds either of the thresholds set forth in Section 5.2.5.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 5.2.8.8 For the state of Florida, by March 10, 2006 XOCs will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's web site and included as Exhibit D, of Embedded Base Transport, Excess DS1 and DS3 Dedicated Transport that are located in the Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com (Non-impaired Wire Centers) and Embedded Base Entrance Facilities. This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected.
- 5.2.8.9 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than March 11, 2006. Such Conversions shall be pursuant to Section 1.1. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable tariff rates, terms and conditions including performance measurements shall apply. Beginning March 11, 2006, and until such circuit is converted to wholesale service or group of wholesale services, such Embedded Base Transport and Excess DS1 and DS3 Dedicated Transport will not be subject to the Performance Measurements provisions of the interconnection agreement and shall not be eligible for SEEMs payments after March 11, 2006 through date of Conversion. In the event a Commission or the FCC determines that, during the timeframe from March 11, 2006, through the date of Conversion of each circuit, such circuits are subject to any penalty payment, remedy or service level

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measurement, then XOCS shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy paid by BellSouth to XOCS attributable specifically to those circuits during such time frame.

- 5.2.8.10 For the state of Florida, if XOCS fails to submit the spreadsheet(s) as requested by BellSouth or fails to submit orders pursuant to Section 5.2.8.1, and still has not produced such spreadsheets or orders by March 10, 2006, BellSouth will identify XOCS's remaining circuits subject to conversion, if any, and may begin transition of such circuits immediately to the equivalent wholesale tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in the interconnection agreement between the Parties and except as set forth in Section 5.2.8.1, the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs, upon such transition. Except as set forth in Section 5.2.8.1, the applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned. BellSouth shall not seek to apply such charges for circuits that are inadvertently omitted from the spreadsheet(s) provided by XOCS as long as the applicable spreadsheet identified at least ninety-five percent (95%) of the Embedded Base Loops and/or Excess DS1 and DS3 Loops, as applicable, but will work cooperatively with XOCS to correct any errors on the submitted spreadsheet(s).
- 5.2.8.11 Where XOCS is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.1, XOCS must disconnect or rearrange such circuit to be in compliance with the interconnection agreements and such rearrangements, disconnections, shall be completed by XOCS before March 11, 2006.
- 5.3 XOCS 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. A Route is defined as a transmission path between one (1) of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through (1) or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.3.1 To the extent that CLEC purchases Dedicated Transport from BellSouth on two or more routes where Dedicated Transport is available as a Network Element and terminates such Dedicated Transport in a collocation arrangement, CLEC may not cross connect one or more such Dedicated Transport Facilities from BellSouth to one or more other Dedicated Transport facilities from BellSouth terminating in such collocation arrangement if such cross connect would result in a Dedicated

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Transport transmission path on a route where Dedicated Transport is not available as a Network Element.

- 5.4 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 5.4.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.4.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 5.4.1.1 For purposes of this Section 5.4, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.4.1.2 For purposes of this Section 5.4, Embedded Base means Dark Fiber Transport that was in service for XOCS as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.4.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.4.1.3 For purposes of this Section 5.4, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.4.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.4 only for XOCS's Embedded Base during the Transition Period:
- 5.4.1.4.1 Dark Fiber 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.
- 5.4.1.5 XOCS shall not place any new orders for Dark Fiber Transport Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site. The current list of Wire Centers as of the Effective Date of this Agreement is as set forth in Exhibit C and may be amended by BellSouth in accordance with Section 1.3 to add or remove a Wire Center at any time without further amendment to this Agreement.
- 5.4.1.6 For Dark Fiber Transport in Non-impaired Wire Centers and Dark Fiber Entrance Facilities that were ordered after March 10, 2005, XOCS shall place orders to convert such circuits to an equivalent wholesale service or group of wholesale services within thirty (30) days of the execution of this Agreement. A true-up will be conducted for such circuits and XOCS shall pay: 1) the difference between the Network Element or Combinations recurring rate paid by XOCS and the rate XOCS would have paid had such circuit been ordered and provisioned as a wholesale service or group of wholesale services from June 1, 2005, or the date of installation, whichever is later, and the date the service is converted to a wholesale

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service or group of wholesale services; 2) the nonrecurring switch-as-is rate; and, 3) the difference between the Network Element or Combination nonrecurring rate paid by XOCS and the appropriate wholesale or group of wholesale services nonrecurring rate that would have applied had the circuit been ordered and provisioned as a wholesale service or group of wholesale services.

- 5.4.1.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for XOCS's Embedded Base of Dark Fiber Transport as described in Section 5.4.1.2 shall be as set forth in Exhibit B and the rates for XOCS's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 5.4.1 shall be as set forth in Exhibit A.
- 5.4.1.8 The Transition Period shall apply only to XOCS's Embedded Base and Dark Fiber Entrance Facilities. XOCS shall not add new Dark Fiber Transport as described in this Section 5.4 except pursuant to the self-certification process as set forth in Section 1.3 of this Attachment. Further, XOCS shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 5.4.1.9 Once a wire center exceeds either of the thresholds set forth in this Section 5.4.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.4.1.10 For the state of Florida, no later than September 10, 2006, XOCS will provide BellSouth with a spreadsheet, in the form designated by BellSouth as set forth on BellSouth's web site and as set forth in Exhibit D, of Dark Fiber Transport and Dark Fiber Entrance facilities that are located in the Non-impaired Wire Centers as set forth on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com (Non-impaired Wire Centers). This spreadsheet shall indicate whether the circuit should be moved to a wholesale service or a group of wholesale services or whether and when the circuit should be disconnected.
- 5.4.1.11 BellSouth will begin Converting the circuits identified on the spreadsheet to the requested wholesale service or group of wholesale services no earlier than September 11, 2006. Such Conversions shall be pursuant to Section 1.1. Upon Conversion of such circuits to a wholesale service or group of wholesale services, the applicable tariff rates, terms and conditions including performance measurements shall apply. Beginning September 11, 2006, and until such circuit is converted to wholesale service or group of wholesale services, such Embedded Base Dark Fiber Transport will not be subject to the Performance Measurements provisions of the interconnection agreement and shall not be eligible for SEEMs payments after September 11, 2006 through date of Conversion. In the event a Commission or the FCC determines that, during the timeframe from September 11, 2006, through the date of Conversion of each circuit, such circuits are subject to any penalty payment, remedy or service level measurement, then XOCS shall, within thirty (30) days, reimburse BellSouth for any such penalty or other remedy

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paid by BellSouth to XOCS attributable specifically to those circuits during such time frame.

5.4.1.12 If XOCS fails to submit the spreadsheet(s) as requested by BellSouth or fails to submit orders pursuant to Section 5.4.1.5, and still has not produced such spreadsheets or orders by September 10, 2006, BellSouth will identify XOCS's remaining circuits subject to conversion, if any, and may begin transition of such circuits immediately to the equivalent wholesale tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in the interconnection agreement between the Parties and except as set forth in Section 5.4.1.5, the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs, upon such transition. Except as set forth in Section 5.4.1.5, the applicable recurring tariff rates, terms and conditions shall apply as of the date such circuit is transitioned. BellSouth shall not seek to apply such charges for circuits that are inadvertently omitted from the spreadsheet(s) provided by XOCS as long as the applicable spreadsheet identified at least ninety-five percent (95%) of the Embedded Base Dark Fiber Transport, as applicable, but will work cooperatively with XOCS to correct any errors on the submitted spreadsheet(s).

5.4.1.13 Where XOCS is not Converting a circuit to a wholesale service or group of wholesale services as described in Section 1.1, XOCS must disconnect or rearrange such circuit to be in compliance with the interconnection agreements and such rearrangements, disconnections, shall be completed by XOCS before September 11, 2006.

6. Rearrangements

6.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working XOCS circuit from one CFA to another XOCS CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.

6.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

6.3 Upon request of XOCS, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 6.1 and 6.2 above and XOCS may request OC-TS for such orders.

6.4 BellSouth shall accept a LOA between XOCS and another carrier that will allow XOCS to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

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- 6.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: XOCS may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end user serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 6.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. XOCS shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.
- 6.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if XOCS elects not to utilize the EEL to UNE-L Retermination process, XOCS must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, XOCS will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

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
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES L		8.98	8.98							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES P		8.98	8.98							
	Loop Tagging - Service Level 2 (SL2)			UEA	URE T L		11.21	1.10							
	4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UEA	URES L		8.98	8.98							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UEA	URES P		8.98	8.98							
	2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71					
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71					
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71					
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12					
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12					
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22					
	4-WIRE DS1 DIGITAL LOOP														
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53					
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53					

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
						Rec	Nonrecurring		Nonrecurring Disconnect							
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UDL	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URES		8.98	8.98								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02									
	Rearrangements															

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 Exh A:										
									Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
										First	Add'l	First	Add'l						
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2	N		UEA	UREEL														
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop	N		UEA	UREEL	87.71	36.35												
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop	N		UDN	UREEL	91.61	44.15												
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop	N		UDL	UREEL	102.11	49.74												
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop	N		USL	UREEL	101.07	43.04												
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	URES		8.98	8.98											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		8.98	8.98											
	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	URES		8.98	8.98											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		8.98	8.98											
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	URES		8.98	8.98											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		8.98	8.98											
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 Ext 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							
						Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1			1 NTCUD	UDL64	22.20	181.56	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	URES L		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES P		8.98	8.98								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC D1	OCOS L		23.02									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1 UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2 UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3 UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1 UEANL	UEAS L	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2 UEANL	UEAS L	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3 UEANL	UEAS L	26.97	49.57	22.83	25.62	6.57						
	Tag Loop at End User Premise			UEANL	URE T L		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URE T 1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URE T A		23.95	23.95								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAM C		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOS L		23.02									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering information - E.I.)			UEANL	UEAN M		13.49									
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1			1 UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2			2 UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3			3 UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URE T L		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URE T 1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URE T A		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBM C		9.00									
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering information - E.I.)			UEQ	UEQM U		13.49									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREW O		14.27	7.43								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM8T		10.52	10.52								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2 Exh A:	Attachment 2 Exh A:	Attachment 2 Exh A:	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	OSS Rates(\$)						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEC, UENTW, NTCVG, NTCUD, NTCD1, USL	UNEEN	0.00		0.00											
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00		0.00											
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00		0.00											
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00		0.00											
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00		0.00											
LOOP MAKE-UP																			
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW			52.17		52.17									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP			55.07		55.07									
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ			0.6784		0.6784									
LINE SPLITTING																			
END USER ORDERING-CENTRAL OFFICE BASED																			
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61													
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61									
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61									
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57									
PHYSICAL COLLOCATION																			
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58									
VIRTUAL COLLOCATION																			
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00									
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0091													
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03									
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX	0.0091													
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03									
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0091													
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03									
	Interoffice Channel - 56 kbps - per mile			U1TDX	1LSXX	0.0091													
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03									
	Interoffice Channel - 64 kbps - per mile			U1TDX	1LSXX	0.0091													
	Interoffice Channel - 64 kbps - Facility Termination			U1TOX	U1TD6	18.44	47.35	31.78	18.31	7.03									
	Interoffice Channel - DS1 - per mile			U1TD1	1LSXX	0.1856													
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05									

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	Disconnect	OSS Rates(\$)					
														Rec	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87													
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00		335.46	219.28	72.03	70.56								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87													
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00		335.46	219.28	72.03	70.56								
	UNBUNDLED DARK FIBER - Stand Alone or in Combination																		
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85													
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14			751.34	193.88										
DARK FIBER	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	53.87													
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	53.87													
	HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																		
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92													
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88		556.37	343.01	139.13	96.84								
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92													
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60		556.37	343.01	139.13	96.84								
	ENHANCED EXTENDED LINK (EELs)																		
	Network Elements Used in Combinations																		
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24		127.59	60.54	48.00	6.31								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40		127.59	60.54	48.00	6.31								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87		127.59	60.54	48.00	6.31								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89		127.59	60.54	48.00	6.31								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84		127.59	60.54	48.00	6.31								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62		127.59	60.54	48.00	6.31								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28		127.59	60.54	48.00	6.31								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40		127.59	60.54	48.00	6.31								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.82		127.59	60.54	48.00	6.31								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20		127.59	60.54	48.00	6.31								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56		127.59	60.54	48.00	6.31								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99		127.59	60.54	48.00	6.31								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20		127.59	60.54	48.00	6.31								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56		127.59	60.54	48.00	6.31								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99		127.59	60.54	48.00	6.31								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74		217.75	121.62	51.44	14.45								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54		217.75	121.62	51.44	14.45								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39		217.75	121.62	51.44	14.45								
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92													
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88		244.42	154.73	67.10	26.82								
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.92													
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	426.60		244.42	154.73	67.10	26.82								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091													
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32		94.70	52.59	45.28	18.03								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091													
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58		94.70	52.59	45.28	18.03								
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNC3X	1L5XX	0.0091													
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNC3X	U1TD5	18.44		94.70	52.59	45.28	18.03								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNC3X	1L5XX	0.0091													
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNC3X	U1TD6	18.44		94.70	52.59	45.28	18.03								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856													
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44		174.46	122.46	45.61	17.95								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87													

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			
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates(\$)		
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Interface Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00		314.45	130.88										
	Interface Channel in combination - STS-1 - per mile			UNC3X	1LSXX	3.87													
	Interface Channel in combination - STS-1 Facility Termination			UNC3X	U1TF3	1,056.00		314.45	130.88										
ADDITIONAL NETWORK ELEMENTS																			
Optional Features & Functions:																			
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00										
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00										
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07										
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCCC3		219.09	7.67	0.773										
	DS1/DS0 Channel System			UNC1X	MQ1	146.77		57.28	14.74										
	DS3/DS1 Channel System			UNC3X, UNC3X	MQ3	211.19		115.60	56.54										
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38		6.71	4.84										
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	1.38		6.71	4.84				0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38		6.71	4.84				0.00						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.10		6.71	4.84				0.00						
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	2.10		6.71	4.84				0.00						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10		6.71	4.84				0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66		6.71	4.84				0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66		6.71	4.84				0.00						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66		6.71	4.84				0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76		6.71	4.84				0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76		6.71	4.84				0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76		6.71	4.84				0.00						
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	13.76		6.71	4.84				0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76		6.71	4.84				0.00						
	Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNC3X, U1TS1, UDF,UDFCX	UNCCC		8.98	8.98											
	Unbundled Misc Rate Element. SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		8.98	8.98											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		1.49	1.49											
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00											
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49											
Access to DCS - Customer Reconfiguration (FlexServ)																			
	Customer Reconfiguration Establishment						1.63		1.63										
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96				12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05				8.86						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96				12.77						
Node (SynchroNet)																			
	Node per month			UNCDX	UNCNT	16.35													
Service Rearrangements																			

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							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - Change in Facility Assignment per circuit Service Rearrangement			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04														
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67														
	NRC - Order Coordination Specific Time - Dedicated Transport			UNC1X	OCOSR		18.90	18.90														
COMMINGLING																						
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDSLX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	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													
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00													
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00													
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28													
	Commingled 4-wire VG Interoffice Channel			XDV8X	U1TV4	22.58	94.70	52.59	45.28													
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28													
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28													
	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													
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	17.40	127.59	60.54	48.00													
	Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	30.87	127.59	60.54	48.00													
	Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	18.89	127.59	60.54	48.00													
	Commingled 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	26.84	127.59	60.54	48.00													
	Commingled 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	47.82	127.59	60.54	48.00													
	Commingled 56kbps Local Loop Zone 1	1		XDD4X	UDL56	22.20	127.59	60.54	48.00													
	Commingled 56kbps Local Loop Zone 2	2		XDD4X	UDL56	31.56	127.59	60.54	48.00													
	Commingled 56kbps Local Loop Zone 3	3		XDD4X	UDL56	55.99	127.59	60.54	48.00													
	Commingled 64kbps Local Loop Zone 1	1		XDD4X	UDL64	22.20	127.59	60.54	48.00													
	Commingled 64kbps Local Loop Zone 2	2		XDD4X	UDL64	31.56	127.59	60.54	48.00													
	Commingled 64kbps Local Loop Zone 3	3		XDD4X	UDL64	55.99	127.59	60.54	48.00													
	Commingled ISDN Local Loop Zone 1	1		XDD4X	U1L2X	19.28	127.59	60.54	48.00													
	Commingled ISDN Local Loop Zone 2	2		XDD4X	U1L2X	27.40	127.59	60.54	48.00													
	Commingled ISDN Local Loop Zone 3	3		XDD4X	U1L2X	48.62	127.59	60.54	48.00													
	Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	13.76	6.71	4.84	0.00													
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61													
	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													
	Commingled DS1 Local Loop Zone 2	2		XDH1X	USLXX	109.54	217.75	121.62	51.44													
	Commingled DS1 Local Loop Zone 3	3		XDH1X	USLXX	178.39	217.75	121.62	51.44													
	Commingled DS3 Local Loop			HFQ06	UE3PX	386.88	244.42	154.73	67.10													
	Commingled DS3/STS-1 Local Loop Mileage			HFQ06, HFRST	1L5ND	10.92																
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10													
	Commingled DS3/DS1 Channel System			HFQ06	MQ3	211.19	115.60	56.54	12.16													

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	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
	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											
SIGNALING (CCS7)																				
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk														
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk														
LNP Query Service																				
	LNP Charge Per query					0.000852														
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71										
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40										
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																				
Rates displaying an "N" in Interim column are new cost based rates that are not a result of a Commission order.																				

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	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30									
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80									
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94									
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49									
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76									
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50									
4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35									
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62									
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15									
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56									
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91									
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56									
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59									
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	101.71									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65									
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40									
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

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						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71									
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF9	1231.65									
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UJLS1	490.59									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40									

Exhibit A
Attachment 2
Exhibit C
Page 1

State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	December 2004 Data with FBC count as of Dec 5			
				Interoffice Transport		High Capacity Loops	
				Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
AL	BRHMALMT	39,078	-	X			
AL	PNVIALMT	26,690	-		X		
AL	MOBLALAZ	20,101	5	X			
AL	MTGMALDA	32,752	-		X		
AL	MTGMALMT	27,528	-		X		
FL	BGRTFLBT	26,601	-		X		
FL	BGRTFLMA	40,746	5	X		X	
FL	COCOFLMA	18,097	4	X			
FL	DRBHFLMA	24,695	1		X		
FL	DYBHFLMA	32,282	7	X			
FL	FTLDFLCY	31,487	4	X			
FL	FTLDFLJA	29,209	5	X			
FL	FTLDFLMR	55,881	8	X		X	
FL	FTLDFLQA	23,008	5	X			
FL	FTLDFLPL	29,469	5	X			
FL	GSVLFLMA	55,681	4	X		X	
FL	HLWDFLPE	37,415	4	X			
FL	HLWDFLWH	34,022	-		X		
FL	JCVLFLCL	42,452	6	X		X	
FL	JCVLFLSJ	24,088	3		X		
FL	JCVLFLSM	17,820	5	X			
FL	MIAMFLAE	41,912	5	X		X	
FL	MIAMFLBR	24,482	-		X		
FL	MIAMFLCA	22,645	3		X		
FL	MIAMFLGR	68,580	11	X		X	X
FL	MIAMFLHE	43,021	5	X		X	
FL	MIAMFLPB	24,380	4	X			
FL	MIAMFLPL	86,923	5	X		X	X
FL	MIAMFLRR	24,740	3		X		
FL	MIAMFLSQ	23,802	3		X		
FL	MIAMFLWM	23,310	4	X			
FL	MLBRFLMA	32,547	4	X			
FL	MNDRFLLO	20,180	3		X		
FL	NDADFLGG	18,239	5	X			
FL	ORLDFLAP	31,274	3		X		
FL	ORLDFLCL	20,828	5	X			
FL	ORLDFLMA	57,966	10	X		X	
FL	ORLDFLPC	46,792	6	X		X	

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Exhibit A
Attachment 2
Exhibit C
Page 2

FL	GRLDLPH	33,148	4	X			
FL	GRLDLPSA	26,126	8	X			
FL	PMBHFLFE	25,909	4	X			
FL	PMBHFLMA	33,993	4	X			
FL	PNSCFLBL	28,685	4	X			
FL	PNSCFLFP	30,863	-		X		
FL	PRRNFLMA	37,969	3		X		
FL	STRTFMLA	25,577	-		X		
FL	WPBHFLAN	33,521	4	X			
FL	WPBHFLGA	24,885	-		X		
FL	WPBHFLGR	26,527	3		X		
FL	WPBHFLHH	36,053	3		X		
FL	WPBHFLLE	13,622	3		X		
GA	AGSTGAMT	22,316	3		X		
GA	ALBYGAMA	29,095	-		X		
GA	ALPRGAMA	74,317	7	X		X	X
GA	ATHNGAMA	28,311	-		X		
GA	ATLNGABU	57,064	7	X		X	
GA	ATLNGACS	94,938	9	X		X	X
GA	ATLNGAEP	34,260	4	X			
GA	ATLNGAPP	71,905	7	X		X	X
GA	ATLNGASS	33,797	3		X		
GA	ATLNGATH	33,131	3		X		
GA	CHMBGAMA	30,860	-		X		
GA	CLMBGAMT	36,081	-		X		
GA	DMNGGAMA	24,408	-		X		
GA	DLTHGAHS	39,907	-	X			
GA	DNWDGAMA	47,862	7	X		X	
GA	LLBNGAMA	27,481	-		X		
GA	LRVLGAOS	32,076	-		X		
GA	MACNGAMT	24,148	-		X		
GA	MRTTGAMA	89,220	4	X		X	X
GA	NRCRGAMA	78,131	8	X		X	X
GA	RSWLGAMA	41,390	3	X			
GA	SMYRGAMA	29,316	5	X			
GA	SMYRGAPF	52,246	8	X		X	
GA	SVNHGABS	28,626	3		X		
GA	TUKRGAMA	27,383	-		X		
KY	LSVLKYAP	49,159	4	X		X	
KY	LSVLKYBR	16,989	3		X		
LA	BTRGLAGW	39,525	-	X			
LA	BTRGLAMA	39,089	4	X		X	

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Exhibit A
Attachment 2
Exhibit C
Page 3

LA	LPYTLAMA	46,825	-	X			
LA	MONRLAMA	37,785	-		X		
WA	NWORLAMA	71,186	6	X		X	X
LA	NWORLAMT	31,726	-		X		
LA	SHPTLAMA	29,790	3		X		
MS	HTBGMSMA	12,828	3		X		
MS	JCSNMSCP	40,189	3	X			
NC	OARYNDCB	27,888	4	X			
NC	CHRLNCBO	24,880	8	X			
NC	CHRLNCDA	85,131	9	X		X	X
NC	CHRLNCDE	17,354	3		X		
NC	CHRLNCLP	9,811	4	X			
NC	CHRLNCRE	11,507	6	X			
NC	CHRLNCSH	13,484	5	X			
NC	CHRLNCUN	14,570	4	X			
NC	CPHLNCRO	41,802	4	X		X	
NC	GNBONCAS	34,302	6	X			
NC	GNBONCEU	48,789	6	X		X	
NC	RLGHNCGL	26,809	5	X			
NC	RLGHNCHO	29,561	8	X			
NC	RLGHNCMO	75,174	7	X		X	X
NC	SLBRNCMA	11,482	3		X		
NC	WLMGNOWI	24,794	-		X		
NC	WNSLNCBH	33,021	3		X		
SC	CHTNSBDT	24,783	5	X			
SC	CHTNSCNO	24,107	-		X		
SC	CLMASC SA	13,939	3		X		
SC	CLMASC SN	48,403	5	X		X	
SC	GNVLS CDT	45,546	5	X		X	
SC	GNVLS CWR	33,889	-		X		
SC	MNPLSCES	24,061	-		X		
SC	SPBGSCMA	22,796	3		X		
TN	CHTGTNBR	24,314	-		X		
TN	CHTGTNNS	23,166	3		X		
TN	KNVLTNMA	37,284	3		X		
TN	MMPHTNBA	34,384	-		X		
TN	MMPHTNEL	30,973	3		X		
TN	MMPHTNGT	26,311	-		X		
TN	MMPHTNMA	23,520	6	X			
TN	MMPHTNMT	10,269	3		X		
TN	MMPHTNOA	36,686	2		X		
VA	NSVLTNBW	28,974	-		X		

IN	NSVLTND0	24,914	-		X		
TM	NSVLTNMT	78,781	3	X			
TA	NSVLTNST	24,911	-		X		
TUN	NSVLTNUN	19,987	3		X		
Totals				67	59	27	10

USE TO SPA CONVERSION

SHC# (4)	LINE USAGE	Customer (Present) D/COR	Customer (Proposed) NON	Psychic Type	Old ACIL	New ACIL	NEW BME CODE	NEW BAN	Old CPA	New CPA (IF APPLICABLE)	EU BNC	Debit CD	Name	PRJ of Connected Circuit