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 11, 2006

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

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

The underlying agreement was filed on July 1, 2004 in docket no.: 040694-TP.

This amendment should be filed in accordance with the Change of Law docket 041269-TP.

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

Very truly yours,

J. D. Hendrix /RH
Regulatory Vice President

Amendment to the Agreement
Between
Trans National Communications International, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 17, 2004

Pursuant to this Amendment, (the "Amendment"), Trans National Communications International, Inc. (TNCI), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated March 17, 2004 (Agreement).

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

WHEREAS, the Parties are obligated to amend the Agreement to incorporate the Decision;

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

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

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

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

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision.

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

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

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

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

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

BellSouth Telecommunications, Inc.

By: Kristen E Shore

Name: Kristen E. Shore

Title: Director

Date: 3/14/06

Trans National Communications International, Inc.

By: Brian C Twomey

Name: Brian C Twomey

Title: President

Date: 3/10/06

[CCCS Amendment 3 of 59]

1. Transition for DS1 and DS3 Loops

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Dark Fiber Loop

2.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TNCI to utilize Dark Fiber Loops.

2.2 Transition for Dark Fiber Loop

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

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

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

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

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

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

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

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

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

2.2.6 TNCI shall provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. TNCI may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If TNCI chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within TNCI's total special access circuits and apply any discounts to which TNCI is entitled.

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

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

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

3. Local Switching

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

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

3.3 Transition for Local Switching

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

3.3.2 For the purposes of this Section 3.3, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that

were in service for TNCI as of March 11, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

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

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

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

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

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

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

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

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

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

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

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

4. UNE-P

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

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

4.3 Transition Period for UNE-P

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by TNCI, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to TNCI. 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 TNCI unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and apply any discounts to which TNCI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

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

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

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

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

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

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

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

5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for TNCI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below.

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

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

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

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

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

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

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

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

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

5.3.9 The Transition Period shall apply only to TNCI's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. TNCI shall not add new Dark Fiber Transport as described in this Section 5.3. TNCI shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

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

5.3.11 No later than September 10, 2006 TNCI shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 17. TNCI may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For

Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a TNCI chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within TNCI's total special access circuits and apply any discounts to which TNCI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

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

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

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

6. Loops/Transport

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

6.2 (i) Business Line

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

6.3 (ii) Fiber-Based Collocation

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

6.4 (iii) Building

6.4.1. For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's

tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

6.5 (iv) Route

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

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

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

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

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

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

7.1.4 The initial wire center list is shown below.

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVLFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRTFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	

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

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

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

10. Except to the extent expressly provided otherwise in this Attachment, TNCI 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 TNCI has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide TNCI with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by TNCI within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If TNCI fails to submit orders to disconnect or convert such Arrangements within such thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30)-day notice period.

11. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, TNCI shall undertake a reasonably diligent inquiry to determine whether TNCI is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, TNCI self-certifies that to the best of TNCI's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon TNCI's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill TNCI the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in BellSouth's favor, TNCI shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

12. In the event that (1) BellSouth designates a wire center as non-impaired, (2) TNCI converts existing UNEs to other services or orders new services as services other than UNEs, (3) TNCI otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of TNCI, BellSouth shall

transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund TNCI the difference between the rate paid by TNCI for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

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

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

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

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

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

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

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

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

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

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

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

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

13.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

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

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

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

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

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

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

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

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

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

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

16. Commingling of Services

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

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

16.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit TNCI to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from BellSouth. For purposes of example only, TNCI may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale services including switched and special access services, or services purchased under resale arrangements with BellSouth.

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

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

16.6 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A to Attachment 2 of the Agreement and Exhibit B hereto.

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

17.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to TNCI pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to TNCI pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from TNCI. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between TNCI and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 17.3 below.

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

17.3 Ordering Guidelines and Processes

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

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

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

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

18. Line Splitting

18.1 Line splitting shall mean that TNCI purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data CLEC are different carriers, with TNCI being either the Voice CLEC or Data CLEC.

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

18.3 Line Splitting – Loop and UNE Port (UNE-P)

18.3.1 To the extent TNCI is purchasing UNE-P pursuant to this Agreement, BellSouth will permit TNCI 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 (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in TNCI's Embedded Base as described in Section 4.3.2 above.

18.3.2 TNCI shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where TNCI will not provide voice and data services.

18.3.3 Line Splitting arrangements in service pursuant to this Section 18 must be disconnected or provisioned pursuant to Section 4.3.5 above on or before March 10, 2006.

18.4 Provisioning Line Splitting and Splitter Space – UNE-P

TNCI or BellSouth may provide the splitter. When TNCI 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.

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

18.4.2 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

18.5 Provisioning Line Splitting and Splitter Space – UNE-L

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

18.6 CLEC Provided Splitter – Line Splitting – UNE-P and UNE-L

18.6.1 To order High Frequency Spectrum on a particular Loop, TNCI or its authorized agent must have a DSLAM collocated in the central office that serves the End User of such Loop.

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

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

18.7 Maintenance – Line Splitting – UNE-P and UNE-L

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

18.7.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. BellSouth may use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

18.8 Indemnity

18.8.1 TNCI shall indemnify, defend and hold harmless BellSouth from and against any Claims, Losses, and Costs, which arise out of actions related to the other service provider (i.e., CLEC party to the line splitting arrangement who is not TNCI), except to the extent caused by BellSouth's gross negligence or willful misconduct.

18.8.2 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to TNCI by BellSouth if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that BellSouth is not entitled to be indemnified for such Claims, Losses

and Costs because the Claims, Losses and Costs arose as a result of BellSouth's gross negligence or willful misconduct.

18.8.3 BellSouth will indemnify, defend and hold harmless TNCI from and against any Claims, Losses, and Costs, which arise out of actions related to the other service provider (i.e., CLEC party to the line splitting arrangement who is not TNCI) brought against TNCI to the extent such Claim alleges that the cause of Claim, Loss and Cost was the result of BellSouth's gross negligence or willful misconduct.

18.8.4 PROVIDED, HOWEVER, that BellSouth shall have no obligation to indemnify TNCI under this Section unless: TNCI provides BellSouth with prompt written notice of any such Claim; TNCI permits BellSouth to assume and control the defense to such action, with counsel chosen by BellSouth; and BellSouth does not enter into any settlement or compromise of such Claim.

18.8.5 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to BellSouth by TNCI if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that TNCI is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of BellSouth's gross negligence or willful misconduct.

18.8.6 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that BellSouth or TNCI in good faith believes might lead to the institution of any such action, suit or proceeding.

18.8.7 "Loss" means any and all damages, injury, judgments, fines, penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

18.8.8 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

19. Call Related Databases and Signaling

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

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

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

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

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

19.3 LIDB

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

19.3.2 Technical Requirements

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

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

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

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

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

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

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

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

19.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of TNCI customer records will be missing from LIDB, as measured by TNCI audits. BellSouth will audit TNCI records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated TNCI contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to TNCI within one (1) business day of audit. Once reconciled records are received back from TNCI, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact TNCI to negotiate a time frame for the updates, not to exceed three (3) business days.

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

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

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

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

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

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

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

19.3.2.17 Interface Requirements

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

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

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

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

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

19.4 Signaling

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

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

19.4.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

19.5.1 Technical Requirements

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

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

19.5.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a TNCI local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between TNCI local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

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

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

19.6 SS7

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

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

19.6.3 Interface Requirements

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

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

19.6.3.1.2 A B-link interface from TNCI local STPs.

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

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

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

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

19.6.8 Message Screening

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

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

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

19.7 SCP/Databases

19.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database,

ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

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

19.7.3 Technical Requirements for SCPs/Databases

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

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

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

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

19.7.5 CNAM Database Service

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

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

19.7.5.3 TNCI's End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database

that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

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

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

19.7.6 SCE/SMS AIN Access

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

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

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

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

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

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

19.7.7 Automatic Location Identification/Data Management System

20. 911 and E911 Databases

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

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

20.3 Technical Requirements

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

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

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

20.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to TNCI, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have

been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for TNCI to assume responsibility for such records.

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

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

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

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

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

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

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

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

specific PBX station telephone numbers that are submitted by TNCI's End User, or TNCI's End User DMA under the terms of 911 PBX Locate product.

21.7 TNCI must provision all PBX station numbers in the same LATA as the E911 tandem.

21.8 TNCI agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by TNCI's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TNCI or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or willful misconduct. TNCI is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to TNCI's End User or DMA pursuant to these terms. Specifically, TNCI's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

21.9 TNCI may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for TNCI's End Users' telephone numbers for which it has direct management authority.

21.10 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires TNCI to order a CAMA type dedicated trunk from TNCI's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

21.11 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the TNCI's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. TNCI is responsible for connectivity between the End User's PBX and TNCI's switch or POP location. TNCI will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a

digital interface (delivered over a TNCI purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). TNCI is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

21.12 Ordering and Provisioning. TNCI will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

21.13 Testing and maintenance shall be provided by TNCI pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

21.14 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A to Attachment 2 of the Agreement. Trunks and facilities for 911 PBX Locate transport component may be ordered by TNCI pursuant to the terms and conditions set forth in Attachment C of the Agreement.

22. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

22.1 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 non-impairment 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.

23. A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide TNCIwith nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

23.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

24. Routine Network Modifications

24.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth normally provides such RNM for its own customers and has recovered the costs for performing such modifications through the rates set forth in Exhibit A to Attachment 2 of the Agreement, then BellSouth will perform such RNM at no additional charge. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

24.2 RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in Exhibit A to Attachment 2 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from TNCI, BellSouth will perform the RNM.

25. Line Conditioning

25.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

25.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

25.3 Any copper loop being ordered by TNCI which has over 6,000 feet of combined bridged tap will be modified, upon request from TNCI, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to TNCI. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in

a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A to Attachment 2 of the Agreement.

25.4 TNCI may request removal of any unnecessary and non excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

25.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit A to Attachment 2 of the Agreement.

25.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

25.7 If TNCI 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. TNCI will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

25.8 TNCI will request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that TNCI desires BellSouth to condition.

25.9 When requesting ULM for a Loop that BellSouth has previously provisioned for TNCI, TNCI will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by TNCI is available at the location for which the ULM was requested, TNCI 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, TNCI will not be charged for ULM but will only be charged the service order charges for submitting an order.

26. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to TNCI on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, BellSouth will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

26.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such

Loops by TNCI. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

27. EELs Audit provisions

27.1 BellSouth may, on an annual basis audit TNCI's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to TNCI. Such Notice of Audit will be delivered to TNCI no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding TNCI's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether TNCI complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

27.3 To the extent the independent auditor's report concludes that TNCI failed to comply with the service eligibility criteria, TNCI must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

27.4 To the extent the independent auditor's report concludes that TNCI failed to comply in all material respects with the service eligibility criteria, TNCI shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that TNCI did comply in all material respects with the service eligibility criteria, BellSouth will reimburse TNCI for its reasonable and demonstrable costs associated with the audit. TNCI will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

28. TNCI shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

29. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that TNCI may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

30. Subloop Elements.

30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

30.2 Unbundled Subloop Distribution (USLD)

30.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

30.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

30.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

30.2.4 If TNCI requests a UCSL and it is not available, TNCI may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

30.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

30.2.6 Upon request for USLD-INC from TNCI, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for TNCI's use on this cross-connect panel. TNCI will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

30.2.7 For access to Voice Grade USLD and UCSL, TNCI shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for

remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. TNCI's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by TNCI is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet TNCI's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/html/unes.html.

30.2.9 The site set-up must be completed before TNCI can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice TNCI's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

30.2.10 Once the site set-up is complete, TNCI will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when TNCI requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by TNCI for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

30.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

30.3 Unbundled Network Terminating Wire (UNTW)

30.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

30.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

30.3.3 Requirements

30.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

30.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

30.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and TNCI does own or control such wiring, TNCI will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to TNCI.

30.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate TNCI for each pair activated commensurate to the price specified in TNCI's Agreement.

30.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

30.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

30.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

30.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

30.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on

a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

30.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

31.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																	
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dry Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dry Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment 2: Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															