**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

June 8, 2006

060446-TP

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 Ernest Communications, 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 Ernest Communications, Inc.

The underlying agreement was filed on April 23, 2002 in docket 020372-TP.

This agreement should be filed in accordance with the decision rendered on February 7, 2006 in docket 041269-TP, Petition to Establish Generic docket (FLCOL). The oparties have amended the agreement to incorporate the second order (06-0299-FOF-TP).

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

Very truly yours,

Jerry D Hendrix /RN
Regulatory Vice President

**Amendment to the Agreement**
**Between**
**Ernest Communications, Inc.**
**and**
**BellSouth Telecommunications, Inc.**
**Dated May 2, 2002**

Pursuant to this Amendment, (the "Amendment"), Ernest Communications, Inc. (ECI), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 2, 2002 (Agreement).

WHEREAS, BellSouth and ECI have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing Agreement between the Parties, which expired on May 2, 2005 and

WHEREAS, the Parties desire to extend the term of the Agreement; and

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

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

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

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

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

1. The Parties hereby agree to extend the term of the Agreement by ninety (90) days following the date of the last signature of this Amendment. Other than the modification of the expiration date as described in this Amendment, all provisions in Section 2 of the General Terms and Conditions of the Agreement relating to the term and termination of the Agreement remain in full force and effect.

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

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

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

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

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

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

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

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

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

| **BellSouth Telecommunications, Inc.** | **Ernest Communications, Inc.** |
|---|---|
| By: Kristen E. Shore | By: |
| Name: Kristen E. Shore | Name: Paul Masters |
| Title: Director | Title: President |
| Date: 5/30/06 | Date: 5-26-06 |

Version: FL COL Amendment
CLEC CA & IA Amendment
04/27/06


[CCCS Amendment 3 of 33]

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

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

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

1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11, BellSouth shall make available DS1 and DS3 Loops only for ECI's Embedded Base during the Transition Period:

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

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

1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 5.2.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

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

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

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

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

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

1.8 ECI shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a ECI chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within ECI's total special access circuits and apply any discounts to which ECI is entitled.

1.8.1 If ECI 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 ECI 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 ECI'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 ECI 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 ECI 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 ECI 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 ECI's Embedded Base of Dark Fiber Loops equal to the higher of:

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

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

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

2.2.4.4 The Transition Period shall apply only to ECI's Embedded Base and ECI 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 ECI 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. ECI may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If ECI chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within ECI's total special access circuits and apply any discounts to which ECI is entitled.

2.2.6.1 If ECI 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 ECI 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 ECI'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 ECI's customers' service.

3. Dedicated Transport and Dark Fiber Transport

3.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ECI, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ECI. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 3.2, BellSouth shall not be required to provide to ECI unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

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

3.2.1 For purposes of this Section 3.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

3.2.2 For purposes of this Section 3.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for ECI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 3.2.5.1 or 3.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 For purposes of this Section 3.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for ECI as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

3.2.4 For purposes of this Section 3.2, Excess DS1 and DS3 Dedicated Transport means those ECI DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 3.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

3.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 3.2 only for ECI's Embedded Base during the Transition Period:

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

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

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

3.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 3.2.5.1 and 3.2.5.2 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

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

3.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ECI's Embedded Base of DS1 and DS3 Dedicated Transport and for ECI's Excess DS1 and DS3 Dedicated Transport, as described in this Section 3.2, equal to the higher of:

3.2.8.1 115% of the rate paid for that element on June 15, 2004; or

3.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ECI's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.2.8.

3.2.9 The Transition Period shall apply only to (1) ECI's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) ECI's Excess DS1 and DS3 Dedicated Transport. ECI shall not add new Entrance Facilities pursuant to this Agreement. Further, ECI shall not add new DS1 or DS3 Dedicated Transport as described in this Section 3.2 pursuant to this Agreement.

3.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.

3.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 3.2.5.1 or 3.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.

3.2.12 No later than March 10, 2006 ECI shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 15. ECI may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ECI 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 ECI's total special access circuits and apply any discounts to which ECI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport.

3.2.12.1 If ECI submits the spreadsheets specified in Section 3.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

3.2.12.2 If ECI fails to submit the spreadsheet(s) specified in Section 3.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify ECI's remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

3.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the

Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to ECI's customers' service.

3.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 3.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

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

3.3.2 For purposes of this Section 3.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.3.3 For purposes of this Section 3.3, Embedded Base means Dark Fiber Transport that was in service for ECI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.4 For purposes of this Section 3.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for ECI as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 3.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.3.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.3 only for ECI's Embedded Base during the Transition Period:

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

3.3.7 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section 3.3.6 above, is set forth in Section 5.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

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

3.3.8.1 115% of the rate paid for that element on June 15, 2004; or

3.3.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.3.8.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 3.3.8.

3.3.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ECI's Embedded Base Entrance Facilities as set forth in this Section 3.3.8.

3.3.9 The Transition Period shall apply only to ECI's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. ECI shall not add new Dark Fiber Transport as described in this Section 3.3. ECI shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

3.3.10 Wire Centers listed on the Initial List exceed the threshold set forth in Section 3.3.6, BellSouth will not be required to provide ECI future access to Dark Fiber Transport from those wire centers.

3.3.11 No later than September 10, 2006 ECI shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 15. ECI may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 15, such spreadsheet shall take the place of an LSR or ASR. If a ECI 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 ECI's total special access circuits and apply any discounts to which ECI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

3.3.11.1 If ECI submits the spreadsheets specified in Section 3.3.11 for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

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

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

4. Loops/Transport

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

4.2 (i) Business Line

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

4.3 (ii) Fiber-Based Collocation

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

4.4 (iii) Building

4.4.1 For purposes of this Amendment, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business

or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

4.5 (iv) Route

4.5.1 The definition of a route is as defined in Section 3.1 of this Exhibit A.

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

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

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

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

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

5.1.4 The initial wire center list is shown below.

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

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

6. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

7. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

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

9. Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ECI shall undertake a reasonably diligent inquiry to determine whether ECI is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ECI self-certifies that to the best of ECI'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 ECI'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 ECI 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, ECI shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

10. In the event that (1) BellSouth designates a wire center as non-impaired, (2) ECI converts existing UNEs to other services or orders new services as services other than UNEs, (3) ECI 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 ECI, 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 ECI the difference between the rate paid by ECI for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

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

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

11.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 1.4.1 (DS1 loops), 1.4.2 (DS3 loops), 3.2.5.1 (DS1 transport) and 3.2.5.2 (DS3 transport) but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

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

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

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

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

11.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, ECI shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ECI 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 ECI's total special access circuits and apply any discounts to which ECI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

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

11.7.2 If ECI 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 ECI's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

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

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

11.8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3.3.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

11.8.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 9 above.

11.8.3 For purposes of Section 11.8, BellSouth shall make available dark fiber transport that was in service for ECI in a wire center on the Subsequent Wire Center List as of the thirtieth ($30^{th}$) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and

seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

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

11.8.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List ECI shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 15, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a ECI chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within ECI's total special access circuits and apply any discounts to which ECI is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

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

11.8.6.2 If ECI 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 ECI's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

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

12. ECI 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 ECI, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

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

14. Commingling of Services

14.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ECI 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. ECI must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

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

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

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

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

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

15.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ECI pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to ECI 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 ECI. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ECI and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 15.3 below.

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

15.3 Ordering Guidelines and Processes

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

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

15.3.3 The provisioning of Network Elements, Combinations and Other Services to ECI'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 ECI's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

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

16. Line Splitting

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

16.2 Line Splitting – UNE-L. If ECI provides its own switching or obtains switching from a third party, ECI may engage in line splitting arrangements with another CLEC using

a splitter, provided by ECI, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

16.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

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

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

16.3 CLEC Provided Splitter – Line Splitting – UNE-L

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

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

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

16.4 Maintenance – Line Splitting – UNE-L

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

16.5 Indemnification

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

16.6 Network Modifications

16.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering,

ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

17. 911 and E911 Databases

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

17.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ECI will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 17.3.1 below.

17.3 Technical Requirements

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

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

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

17.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ECI, 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 ECI to assume responsibility for such records.

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

shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ECI's records.

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

18.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

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

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

20. Routine Network Modifications

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

an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

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

21. Line Conditioning

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

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

21.3 Any copper loop being ordered by ECI which has over 6,000 feet of combined bridged tap will be modified, upon request from ECI, 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 ECI. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit B to Attachment 2 of the Agreement.

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

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

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

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

21.8 ECI 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 ECI desires BellSouth to condition.

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

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

22.1 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by ECI. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

23. <u>EELs Audit Provisions</u>

23.1 BellSouth may, on an annual basis audit ECI'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 ECI. Such Notice of Audit will be delivered to ECI no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.

23.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding ECI'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 ECI complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

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

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

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

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

26. Subloop Elements.

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

26.2 Unbundled Subloop Distribution (USLD)

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

BellSouth will make available the following subloop distribution offerings where facilities exist:

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

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

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

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

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

26.2.6 Upon request for USLD-INC from ECI, 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 ECI's use on this cross-connect panel. ECI will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

26.2.7 For access to Voice Grade USLD and UCSL, ECI 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. ECI's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

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

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

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

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

26.3 Unbundled Network Terminating Wire (UNTW)

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

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

26.3.3 Requirements

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

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

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

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

26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals.

By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

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

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

26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

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

26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the

Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

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

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | Attachment: 2 | | Exhibit: B | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES ($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates ($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | NTCUD | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | NTCUD | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | NTCUD | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | | Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) | | | NTCUD | URESL | | 8.98 | 8.98 | | | | | | | | |
| | | Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | | | NTCUD | URESP | | 8.98 | 8.98 | | | | | | | | |
| | | CLEC to CLEC Conversion Charge without outside dispatch | | | NTCUD | UREWO | | 102.11 | 49.74 | | | | | | | | |
| | | Order Coordination for Specified Conversion Time (per LSR) | | | NTCVG, NTCUD, NTCD1 | OCOSL | | 23.02 | | | | | | | | | |
| COMMINGLING | | | | | | | | | | | | | | | | | |
| | | Commingling Authorization | | | UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1 | CMGAU | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | |
| | Commingled (UNE part of single bandwidth circuit) | | | | | | | | | | | | | | | | |
| | | Commingled VG COCI | | | XDV2X, NTCVG | 1D1VG | 1.38 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | | Commingled Digital COCI | | | XDV6X, NTCUD | 1D1DD | 2.10 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | | Commingled ISDN COCI | | | XDD4X | UC1CA | 3.66 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | | Commingled 2-wire VG Interoffice Channel | | | XDV2X | U1TV2 | 25.32 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | | Commingled 4-wire VG Interoffice Channel | | | XDV6X | U1TV4 | 22.58 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | | Commingled 56kbps Interoffice Channel | | | XDD4X | U1TD5 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | | Commingled 64kbps Interoffice Channel | | | XDD4X | U1TD6 | 18.44 | 94.70 | 52.59 | 45.28 | 18.03 | | | | | | |
| | | Commingled VG/DS0 Interoffice Channel Mileage | | | XDV2X, XDV6X, XDD4X | 1L5XX | 0.0091 | | | | | | | | | | |
| | | Commingled 2-wire Local Loop Zone 1 | | 1 | XDV2X | UEAL2 | 12.24 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 2-wire Local Loop Zone 2 | | 2 | XDV2X | UEAL2 | 17.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 2-wire Local Loop Zone 3 | | 3 | XDV2X | UEAL2 | 30.87 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 4-wire Local Loop Zone 1 | | 1 | XDV6X | UEAL4 | 18.89 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 4-wire Local Loop Zone 2 | | 2 | XDV6X | UEAL4 | 26.84 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 4-wire Local Loop Zone 3 | | 3 | XDV6X | UEAL4 | 47.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 56kbps Local Loop Zone 1 | | 1 | XDD4X | UDL56 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 56kbps Local Loop Zone 2 | | 2 | XDD4X | UDL56 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 56kbps Local Loop Zone 3 | | 3 | XDD4X | UDL56 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 64kbps Local Loop Zone 1 | | 1 | XDD4X | UDL64 | 22.20 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 64kbps Local Loop Zone 2 | | 2 | XDD4X | UDL64 | 31.56 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled 64kbps Local Loop Zone 3 | | 3 | XDD4X | UDL64 | 55.99 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled ISDN Local Loop Zone 1 | | 1 | XDD4X | U1L2X | 19.28 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled ISDN Local Loop Zone 2 | | 2 | XDD4X | U1L2X | 27.40 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled ISDN Local Loop Zone 3 | | 3 | XDD4X | U1L2X | 48.62 | 127.59 | 60.54 | 48.00 | 6.31 | | | | | | |
| | | Commingled DS1 COCI | | | XDH1X, NTCD1 | UC1D1 | 13.76 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | |
| | | Commingled DS1 Interoffice Channel | | | XDH1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | | Commingled DS1 Interoffice Channel Mileage | | | XDH1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | | Commingled DS1/DS0 Channel System | | | XDH1X | MQ1 | 146.77 | 57.28 | 14.74 | | | | | | | | |
| | | Commingled DS1 Local Loop Zone 1 | | 1 | XDH1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | | Commingled DS1 Local Loop Zone 2 | | 2 | XDH1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | | Commingled DS1 Local Loop Zone 3 | | 3 | XDH1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | | Commingled DS3 Local Loop | | | 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 | 12.18 | 4.26 | | | | | | |
| | | Commingled DS3 Interoffica Channel | | | HFQC6 | U1TF3 | 1,071.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | | |
| | | Commingled DS3 Interoffice Channel Mileage | | | HFQC6 | 1L5XX | 3.87 | | | | | | | | | | |
| | | Commingled STS-1Interoffice Channel | | | HFRST | U1TFS | 1,056.00 | 320.00 | 138.20 | 38.60 | 18.81 | | | | | | |
| | | Commingled STS-1Interoffice Channel Mileage | | | HFRST | 1L5XX | 3.87 | | | | | | | | | | |
| | | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEQDL | 1L5DF | 26.85 | | | | | | | | | | |
| | | Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | HEQDL | UDF14 | | 751.34 | 193.88 | | | | | | | | |