

MARK E. BUECHELE  
ATTORNEY AT LAW  
P.O. BOX 398555  
MIAMI BEACH, FLORIDA  
33239-8555

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COMMISSION  
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TELEPHONE  
(305) 531-5286  
FACSIMILE  
(305) 531-5287

October 7, 2009

MS. ANN COLE  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

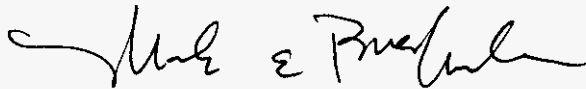
Re: Docket No. 080631-TP: Petition for Commission to intervene, investigate and mediate dispute between DSL Internet Corporation d/b/a DSLi and BellSouth Telecommunications, Inc.

Dear Ms. Cole:

Please find enclosed 15 copies of the Petitioner DSL Internet Corporation's Direct Testimony of Eduardo Maldonado in the above reference docket. The original was delivered by FedEx earlier today (10/7/09) for filing with the Clerk of the Florida Public Service Commission. I ask that you supplement the original (which was filed today) with these 15 copies. In the event of a problem, I have also enclosed an additional copy of the testimony which may serve as a second original. Please also find enclosed a CD containing the testimony and exhibits in .PDF format and the testimony only in Microsoft Word (made in Windows XP).

If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,



Mark E. Buechele, Esq.

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ECR \_\_\_\_\_  
GCL 1 + CD  
OPC \_\_\_\_\_  
RCP \_\_\_\_\_  
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1 possible, the performance of both DSLi and AT&T to and with the parties'  
2 agreements and amendments thereto. I also oversee maintaining DSLi's  
3 regulatory good standing and the necessary licenses and authorities to do  
4 business as a telecommunications carrier; and am responsible for DSLi's contact  
5 with the FPSC for all regulatory matters. Prior to this position, I worked at other  
6 positions in CLECs (as described below) which involved both the resale of local  
7 services and the provision of facilities-based local and long-distance  
8 telecommunications services to both residential and business customers. As  
9 part of my past and current duties and experiences, I have researched numerous  
10 FCC rulings, state commission opinions and orders, as well as orders and  
11 opinions from public legal proceedings regarding requirements and  
12 responsibilities of ILECs (and more particularly as they relate to DSLi's  
13 interconnection agreements). I am familiar with many of the facts and each of  
14 the issues set forth in this proceeding and I am competent to provide testimony  
15 on all the issues in this proceeding. My current responsibilities at DSLi also  
16 include those responsibilities enumerated below in discussing my background  
17 and experience.

18

19

20 **Q. PLEASE PROVIDE SOME BRIEF INFORMATION ON YOUR**  
21 **BACKGROUND AND EXPERIENCE.**

22 A. In 2000, I graduated from William Woods University in Fulton, Missouri with a  
23 Bachelor of Science degree in International Business Administration. Thereafter,

1 I began working at IDS Telcom LLC ("IDS") in Miami, Florida as an Assistant  
2 Product Manager. While working at IDS, in 2003 I received a Master of Business  
3 Administration in International Business from St. Thomas University in Miami,  
4 Florida. As an Assistant Product Manager at IDS from 2000 to 2002, I was  
5 responsible creating marketing plans for new telecommunications products and  
6 services, for researching and evaluating the competitive environment and the  
7 profitability of new telecommunications products and for establishing the pricing  
8 of such products. From 2002 to 2003, I worked as a Product Manager at IDS  
9 and expanded my previous responsibilities as an Assistant Product Manager to  
10 include marketing campaigns, brand awareness and the use of new marketing  
11 channels, dealing with state and federal regulators to assure IDS' compliance  
12 with the applicable telecommunications laws and regulations and the appropriate  
13 provisioning of services within the legal requirements, the analysis of industry  
14 and regulatory trends, the economic analysis and feasibility of network projects  
15 and expansion. In 2003, I left IDS and began working as the Director of  
16 Operations at DSLi. As the Director of Operations at DSLi, I was responsible for  
17 many of the same duties I had at IDS and in addition to those duties I was also  
18 responsible for negotiating and implementing agreements with ILEC, CLECs and  
19 other providers of telecommunications equipment and services and acting as the  
20 liaison to such providers; for controlling and reducing network and operational  
21 costs; provisioning telecommunications services and supporting technical  
22 services, billing, customer service, marketing and credit/collections. I was also  
23 responsible for researching and keeping DSLi abreast with the regulatory and

1 legal environment and for assuring DSLi's compliance with all jurisdictional and  
2 regulatory obligations and requirements. I was the Director of Operations at  
3 DSLi from 2003 through 2006. From late 2006 until recently, I was the Vice-  
4 President of Operations at DSLi. As the Vice-President of Operations I increased  
5 my previously responsibilities as Director of Operations to include being  
6 responsible for all operations of DSLi and acting as the liaison with outside legal  
7 counsel on all legal matters of the company. Recently, I was promoted to Vice-  
8 President of Administration at DSLi and have retained all of my previous  
9 responsibilities together greater administrative oversight of DSLi and those  
10 responsibilities enumerated above in discussing my current position at DSLi.

11

12

13 **Q. HAVE YOU TESTIFIED PREVIOUSLY ON TELECOMMUNICATIONS**  
14 **ISSUES BEFORE ANY REGULATORY BODY?**

15 A. No.

16

17

18 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

19 A. The purpose of my testimony is set forth DSLi's position regarding each of the  
20 issues in this docket. I have both general and specific knowledge of the facts  
21 and issues underlying the dispute in this docket.

22

23

1 **Q. PLEASE PROVIDE THE COMMISSION A FACTUAL TIME-LINE AND**  
2 **BACKGROUND OF THIS DISPUTE OVER AT&T'S BACKBILLING OF**  
3 **\$188,820.59?**

4 A. In 2003, DSLi and AT&T's predecessor BellSouth Telecommunications Inc.  
5 ("AT&T") entered into an Interconnection Agreement, dated July 4, 2003 (2003  
6 ICA). The 2003 ICA dealt with DSLi's access to the AT&T network and network  
7 elements under Sections 251 and 252 of the Telecommunications Act.  
8 Paragraph 18 of the 2003 ICA stated in pertinent part that: "[T]his Agreement  
9 shall be governed by and construed in accordance with federal and state  
10 substantive telecommunications law, including rules and regulations of the FCC  
11 and appropriate Commission." Paragraph 29 of the 2003 ICA contained a  
12 provision dealing with the true-up of Section 251 network elements, whose rates  
13 were expressly interim at that time, but which later might become final as a result  
14 of a Commission cost-studies order. Attachment 7 to the 2003 ICA provided for  
15 billing arrangements between the parties and included a Section 2 on Billing  
16 Disputes which in part provided that disputes shall be submitted on AT&T's  
17 Billing Adjustment Request ("BAR") Form. The 2003 ICA also contained rates for  
18 unbundled network elements in the state of Florida. The 2003 ICA was effective  
19 for a period of three years, subject to an extension for re-negotiating a new ICA  
20 upon expiration. Relevant portions of the 2003 ICA are attached to my testimony  
21 as Exhibit EM-1.

22 On February 4, 2005, the FCC released its Triennial Review Remand  
23 Order (TRRO) in CC Docket No. 01-338 (Order No. FCC 04-290) eliminating

1 mass market switching and various other network elements such as high  
2 capacity loops (i.e. DS1 and DS3) in certain wire centers. In particular, effective  
3 March 11, 2005, AT&T was no longer obligated to provide DSLi new DS1 loops  
4 to any location served by a wire center containing 60,000 or more business lines  
5 and four (4) or more fiber-based collocators; and new DS3 loops to any location  
6 served by a wire center containing 38,000 or more business lines and four (4) or  
7 more fiber-based collocators. With respect to dedicated transport, as of March  
8 11, 2005 AT&T was no longer obligated to provide DSLi new dedicated DS1  
9 transport on routes where both wire centers contain 38,000 or more business  
10 lines or four (4) or more fiber-based collocators; new dedicated DS3 transport on  
11 routes where both wire centers contain 24,000 or more business lines or three  
12 (3) or more fiber-based collocators. For loops and dedicated transport in service  
13 as of March 11, 2005 (i.e. "Embedded Base"), the FCC provided a one-year  
14 transition period beginning March 11, 2005 to effectuate a changeover to  
15 alternative arrangements, during which the transition pricing for the Embedded  
16 Base would be one-hundred and fifteen percent (115%) of the rate as of June 15,  
17 2004; which for all practical purposes was 115% of the network element rate in  
18 the 2003 ICA.

19 On May 5, 2005, this Commission entered an Order in Docket No.  
20 041269-TP (FPSC Order No. PSC-05-0492-FOF-TP) ("No-New-Add-Ons-Order")  
21 specifically stating that AT&T and other ILECs had no obligation to continue  
22 providing network elements delisted by the FCC in the TRRO as of March 11,  
23 2005; and thus for all practical purposes, with the exception of the embedded

1 base, the delisted high capacity loops and dedicated transport which DSLi was  
2 obtaining from AT&T became special access loops and circuits as of March 11,  
3 2005. Since under both the TRRO and the No-New-Add-Ons-Order the changes  
4 were self-effectuating, no amendments were required to DSLi's 2003 ICA to  
5 effect this change.

6 On or about July 12, 2005, DSLi entered into a Market-Based Rate  
7 Agreement ("2005 MBRA") with AT&T for the provision of certain network  
8 elements no longer required by the TRRO. In one of the recitals, the 2005  
9 MBRA specifically states that DSLi wishes to procure from AT&T certain  
10 telecommunications services not required under Section 251 of the  
11 Telecommunications Act. The 2005 MBRA further states in paragraph 1.2 that  
12 the agreement shall be governed by 47 U.S.C. Sections 201 and 202, and the  
13 exclusive jurisdiction of the FCC. The 2005 MBRA reflects an understanding that  
14 network elements no longer required under the Telecommunications Act are  
15 governed by the federal rules and statutes regulating common carriers under  
16 Title 47 of the United States Code. Relevant portions of 2005 MBRA are  
17 attached to my testimony as Exhibit EM-2.

18 On March 2, 2006, this Commission entered an order in Docket No.  
19 041269-TP (Order No. PSC-06-0172-FOF-TP) adopting certain generic  
20 amendment changes to existing interconnection agreements to implement the  
21 TRRO. The Commission required the parties to execute such amendments by  
22 March 10, 2006.



1           On March 10, 2006, DSLi executed an Amendment to the Agreement  
2 Between DSL Internet Corporation d/b/a DSLi and BellSouth  
3 Telecommunications, Inc. Dated July 4, 2003 ("3/10/06 Amendment") in  
4 compliance with the Commission's March 2, 2006 Order No. PSC-06-0172-FOF-  
5 TP in Docket No. 041269-TP. The 3/10/06 Amendment modified the 2003 ICA to  
6 comport with the TRRO as implemented by this Commission. Relevant portions  
7 of the 2/10/06 Amendment are attached to my testimony as Exhibit EM-3.

8           On March 10, 2006 and on behalf of DSLi, I submitted to AT&T  
9 spreadsheets containing a listing of DS1 and DS3 circuits and transport which  
10 DSLi believed had been delisted as available network elements under the TRRO.  
11 True and correct copies of these spreadsheets are attached as Exhibit EM-4 to  
12 my testimony. I submitted these lists at the request of AT&T and based upon a  
13 provision in the 3/10/06 Amendment which I was advised by AT&T required the  
14 submission of these lists. It was my understanding that these lists contained  
15 those circuits which could not be provisioned under 2003 ICA and that AT&T was  
16 to convert to special access billing; to the extend AT&T had already not done so.  
17 Subsequently, AT&T returned to me a revised spreadsheet listing in AT&T's  
18 format of these circuits, a true and correct copy of which is attached to my  
19 testimony as Exhibit EM-5.

20           On or about August 30, 2006, DSLi entered into its current Market Based  
21 Rate Agreement ("2006 MBRA") which replaced the 2005 MBRA. Like its  
22 predecessor, the 2006 MBRA also stated in the recitals that DSLi wishes to  
23 procure from AT&T certain telecommunications services not required under

1 Section 251 of the Telecommunications Act and in paragraph 1.2 that the  
2 agreement is to be governed by 47 U.S.C. Sections 201 and 202 and the  
3 exclusive jurisdiction of the FCC. The 2006 MBRA reflects an understanding that  
4 network elements no longer required under the Telecommunications Act are  
5 governed by the federal rules and statutes regulating common carriers under  
6 Title 47 of the United States Code. Relevant portions of 2006 MBRA are attached  
7 to my testimony as Exhibit EM-6.

8 On or about February 2007, DSLi entered into its current Interconnection  
9 Agreement with AT&T ("2007 ICA"), which replaced the previous 2003 ICA. Like  
10 the 2003 ICA, in paragraph 17 the 2007 ICA provides that "[T]his Agreement  
11 shall be governed by and construed in accordance with federal and state  
12 substantive telecommunications law, including rules and regulations of the FCC  
13 and appropriate Commission." The 2007 ICA also provides for back-billing in  
14 Paragraph 27 and generally limits that back-billing to one-year after the services  
15 have been provided. The 2007 ICA also provides for billing arrangements  
16 between the parties and includes a Section 2 on Billing Disputes which in part  
17 provided that disputes shall be submitted on AT&T's specified form. The 2007  
18 ICA also contained rates for unbundled network elements in the state of Florida.  
19 Relevant portions of the 2007 ICA are attached to my testimony as Exhibit EM-7.

20 On or about May 28, 2008, AT&T sent DSLi a six-page "Facility Access  
21 Service Bill" ("5/28/08 Access Bill") which included a line item charge of  
22 \$188,820.59 for "Interstate Special Access." A true and correct copy of the  
23 5/28/08 Access Bill is attached to my testimony as Exhibit EM-8. Because there

1 was no support for the charges, DSLi disputed the amounts in accordance with  
2 both the 2003 ICA and the 2007 ICA and submitted to AT&T a BAR Form  
3 memorializing this dispute. A copy of DSLi's 7/17/08 BAR Form disputing that  
4 charge is attached to my testimony as Exhibit EM-9.

5 On or about August 20, 2008, AT&T provided me a spreadsheet to review  
6 which purports to provide a detail of what AT&T describes as a "backbilling for  
7 UNE to Special Access Rate True-Up." A true and correct copy of the e-mail and  
8 accompanying spreadsheet provided is attached to my testimony as Exhibit EM-  
9 10. Because DSLi still believed the charges were inappropriate and/or incorrect,  
10 DSLi disputed the amounts in accordance with both the 2003 ICA and the 2007  
11 ICA and submitted to AT&T a second BAR Form memorializing this dispute. A  
12 copy of DSLi's second 9/25/08 BAR Form which was submitted to AT&T and  
13 which continues to dispute this charge of \$188,820.59 is attached my testimony  
14 as Exhibit EM-11.

15 AT&T subsequently threatened to disrupt DSLi's current service if the  
16 disputed amounts were not paid; including current service under the 2007 ICA.  
17 As a result thereof, on or about October 9, 2008, DSLi filed this petition before  
18 this Commission seeking to resolve this back-billing dispute.

19 In subsequent discussions with AT&T, AT&T has claimed that the charges  
20 for each circuit listed in the back-billing have been calculated as the difference  
21 between AT&T's charge for that element on AT&T's FCC No. 1 Tariff and the  
22 2003 ICA rate for the comparable network element. A review of the spreadsheet  
23 provided by AT&T indicates that AT&T is seeking to back-bill for DS1 and DS3

1 loops and dedicated transport which were not a part of either the Embedded  
2 Base or the transition period, since none of the back-billing is at the transition  
3 rate of 115% the 2003 ICA rate as of June 15, 2004. A review of AT&T's FCC  
4 No. 1 Tariff has verified that AT&T is seeking to charge DSLi rates for network  
5 elements that appear to come from Section 7 of AT&T's FCC No. 1 Tariff  
6 (Special Access Service). Attached to my testimony as Exhibit EM-12 are select  
7 pages from AT&T's FCC No. 1 Tariff reflecting what appear to be rates for the  
8 elements listed on AT&T's spreadsheet. Accordingly, all of the back-billing  
9 purports to arise from AT&T billing of special access rates under AT&T FCC No.  
10 1 Tariff.

11

12

13 **Q. IN REGARDS TO ISSUE 1, "WHAT DOCUMENT(S) AND/OR**  
14 **APPLICABLE LAW GOVERNS THE PARTIES RELATIONSHIP AS IT**  
15 **RELATES TO AT&T'S 'TRUE-UP' BILLING FOR \$188,820.59 PLUS LATE**  
16 **PAYMENT CHARGES AS APPLICABLE?"**

17 A. Although it appears that AT&T has muddled the issue by reference to the  
18 2003 ICA and the 3/10/06 Amendment, under the TRRO and this Commission's  
19 No-New-Add-Ons-Order, DS1 and DS3 loops and dedicated transport which  
20 were delisted as network elements on March 11, 2005 and which are being billed  
21 off AT&T's FCC No. 1 Tariff are govern by federal law, including Title 47 of the  
22 United States Code as it relates to the FCC and interstate communications.  
23 Accordingly, the applicable document relating to AT&T's true-up billing is AT&T's

1 FCC No. 1 Tariff, less amounts previously paid by DSLI (which amounts were  
2 supposed to be the rates found in the 2003 ICA). Moreover, the applicable law is  
3 found in Title 47 of the United States Code, including 47 U.S.C. Sections 201,  
4 202 and 415; together with applicable and related FCC rules and FCC opinions.

5

6

7 **Q. IN REGARDS TO ISSUE 2, "WAS THE 'TRUE-UP' AMOUNT AT&T SEEKS**  
8 **TO COLLECT FROM DSLI (\$188,820.59 PLUS LATE PAYMENT CHARGES**  
9 **AS APPLICABLE) CALCULATED IN ACCORDANCE WITH THE**  
10 **DOCUMENT(S) AND/OR APPLICABLE LAW IDENTIFIED IN ISSUE 1?"**

11 A. No. Setting aside DSLI's defenses related to the timeliness of the back-billing  
12 to be discussed later, AT&T did not calculate the "true-up" accurately for at least  
13 two reasons.

14 First, AT&T's FCC No. 1 Tariff contains charges for network elements for  
15 both monthly and longer term rates. For example, the monthly rate charged by  
16 AT&T for the Access USOC 1LPEA (Class of Service HFQC6) is \$220.00 per  
17 mile per month, while the long term rate for the same USOC varies from \$97.75  
18 to \$131.75 per mile per month. Moreover, the monthly rate charged by AT&T for  
19 the Access USOC 1LPE8 (Class of Service HFQC6) is \$95.00 per mile per  
20 month, while the long term rate for the same USOC varies from \$29.75 to \$55.00  
21 per mile per month. Likewise, the monthly rate charged by AT&T for the Access  
22 USOC 1LPS8 (Class of Service HFQC6) is \$1270.00 per month, while the long  
23 term rate for the same USOC varies from \$484.50 to \$782.00 per month. Lastly,

1 the monthly rate charged by AT&T for the Access USOC TMECS (Class of  
2 Service XDH1X) is \$168.00 per month, while the long term rate for the same  
3 USOC varies from \$120.00 to \$124.00 per month. Since AT&T delayed so long  
4 in back-billing, DSLi was effectively denied the opportunity to acquire long-term  
5 rates on this network elements and should not be penalized for this delay.

6 In addition to AT&T's failure to allow for longer term rates, AT&T also  
7 made a mistake in the credit for USOC 1L5ND (Class of Service UNC3X, Circuit  
8 No. 60.HFFU.755367..SB), which under the 2003 ICA was to be billed at \$10.92  
9 per mile. However, under the spreadsheet provided by AT&T, DSLi was only  
10 credited for \$32.76 for 11.5 miles (for 10 months of this circuit) or a credit of  
11 approximately \$2.85 per mile.

12 Lastly, to the extent AT&T contends that any of the circuits back-billed  
13 were part of the Embedded Base, DSLi reserves the right to assert the transition  
14 rate of 115% the 2003 ICA rate for the applicable period.

15

16

17 **Q. IN REGARDS TO ISSUE 3, "WAS THE 'TRUE-UP' AMOUNT AT&T**  
18 **FLORIDA SEEKS TO COLLECT FROM DSLI (\$188,820.59 PLUS LATE**  
19 **PAYMENT CHARGES AS APPLICABLE) BILLED IN ACCORDANCE WITH**  
20 **THE DOCUMENT(S) AND/OR APPLICABLE LAW IDENTIFIED IN ISSUE 1?"**

21 A. No. It is clear that notwithstanding how the back-billing was accomplished,  
22 the provisions of Title 47, USC, including the standards of 47 U.S.C. Sections  
23 201 and 415 apply to the back-billing. It is also clear that the charges in dispute

1 were back-billed more than two years prior to the filing of this docket and more  
2 then two years after the transition period ended on March 10, 2006.

3 Sections 201 and 415 of Title 47, U.S.C. and the FCC's 1997 ruling in The  
4 People's Network Inc. v. American Telephone and Telegraph Co., (FCC DA97-  
5 684), provide relevant guidance for this dispute. Section 201(b) states in part  
6 that: ***"All charges, practices, classifications, and regulations for and in***  
7 ***connection with such communication service, shall be just and reasonable,***  
8 ***and any such charge, practice, classification, or regulation that is unjust or***  
9 ***unreasonable is declared to be unlawful."*** Section 415 (a) states in part that:  
10 ***"All actions at law by carriers for recovery of their lawful charges, or any***  
11 ***part thereof, shall be begun within two years from the time the cause of***  
12 ***action accrues, and not after."*** In the People's Network, the FCC held that  
13 attempting to collect an untimely back-billing was an unlawful practice in violation  
14 of Section 201(b). In that particular case, the FCC held that back-bills for  
15 services rendered more than four months after the charges were incurred, were  
16 unreasonable and in violation of Section 201(b).

17 In this case, it is clear that the disputed back-billing was first charged to  
18 DSLi in May 2008 and thus is barred by the two-year statute of limitation of  
19 Section 415. Moreover, AT&T's attempt to collect that back-billing is an  
20 unreasonable and unjust practice that is unlawful under Section 201(b). To back-  
21 bill DSLi as much as three years after the services were provided, makes it  
22 impossible for DSLi to collect those charges from its customers and recover the  
23 loss -- imposing an unreasonable burden on DSLi's business. During the TRRO

1 transition period, AT&T was fully aware of the issues involved in the transition.  
2 AT&T knew which circuits were affected and could have and should have began  
3 charging new rates much sooner. AT&T has no valid reason for waiting so long  
4 to now seek to recover these charges. Accordingly, the back-billing was not  
5 charged in accordance with the applicable law identified in Issue 1 (above).

6  
7  
8

9 **Q. IN REGARDS TO ISSUE 4(a), “BASED ON THE DOCUMENT(S) AND/OR**  
10 **APPLICABLE LAW IDENTIFIED IN ISSUE 1, AND ANY AFFIRMATIVE**  
11 **DEFENSES, WHAT AMOUNT, IF ANY, DOES DSLI OWE FOR AT&T’S ‘TRUE-**  
12 **UP’ BILLING OF \$188,820.59 PLUS LATE PAYMENT CHARGES AS**  
13 **APPLICABLE?”**

14 A. As discussed above in regards to Issue 3 (which is hereby incorporated by  
15 reference into this answer), AT&T’s back-billing violates 47 U.S.C. Sections 201  
16 and is an unreasonable billing practice under that section and the FCC’s decision  
17 in The People’s Network Inc. v. American Telephone and Telegraph Co., (FCC  
18 DA97-684). Additionally, AT&T’s claim is barred by the statute of limitation set  
19 forth in 47 U.S.C. 415. These affirmative defenses of unreasonable billing  
20 practices and statute of limitations completely bar AT&T’s claims under the back-  
21 billing and as such none of the back-billing is enforceable and thus DSLi does not  
22 owe AT&T anything on the back-billing (i.e. \$0.00).

23



1

2

3 **Q. IN REGARDS TO ISSUE 4(b), "WHEN SHOULD ANY SUCH AMOUNTS**  
4 **OWED BE DUE"?**

5 A. Based upon my answers in regards to Issues 3 and 4(a) above (which are  
6 hereby incorporated by reference into this answer), since no amounts are due to  
7 AT&T, there should be no date for making any such payments.

8

9

10 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

11 A. Yes.

12

**INTERCONNECTION  
AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
DSL INTERNET CORPORATION D/B/A DSL<sub>i</sub>**

**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

Docket No. 080631-TP DSL i v. AT&T Exhibit EM-1, Page 2 of 25
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**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and DSL Internet Corporation d/b/a/ DSLi (“DSL i”), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DSL i or both as a “Party” or “Parties.”

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, DSL i is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, DSL i wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

**WHEREAS**, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and DSL i agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth’s franchised area.

A failure or delay of either Party to enforce any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**18. Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**19. Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of DSLi, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, DSLi shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) DSLi pays all bills, past due and current, under this Agreement, or (2) DSLi's assignee expressly assumes liability for payment of such bills.

**20. Notices**

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**24. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, DSLi shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by DSLi. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as DSLi is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**25. Compliance with Applicable Law**

Each Party shall comply at its own expense with Applicable Law.

**26. Necessary Approvals**

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**27. Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

**28. Nonexclusive Dealings**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to DSLi as a requesting carrier under the Act).

**29. Rate True-Up**

- 29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.
- 29.2 The designated true-up rates shall be trueed-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 10 of the General Terms and Conditions of this Agreement.
- 29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and DSLi specifically or upon all carriers generally, such as a generic cost proceeding.

**30. Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**31. Entire Agreement**

- 31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and DSLi acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and



CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit B					
						Rec	Nonrecurring Add'l		Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	SOMAN		
							First	Add'l											
	Order Coordination for Specified Conversion Time (per LSR)																		
	<b>2-WIRE UNBUNDLED COPPER LOOP</b>																		
	2-Wire Unbundled Copper Loop - Non-Designated Zone 1		1	UEQ			7.50	44.98	20.90	19.65	5.09								
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 2		2	UEQ			10.92	44.98	20.90	19.65	5.09								
	2-Wire Unbundled Copper Loop - Non-Designated - Zone 3		3	UEQ			19.98	44.98	20.90	19.65	5.09								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premises			UEQ				8.33	0.83										
	Order Coordination 2-Wire Unbundled Copper Loop - Non-Designated (per loop)			UEQ				9.00											
	Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST, providing make-up (Engineering Information - E.I.)			UEQ				13.49											
	Loop Testing - Basic 1st Half Hour			UEQ				48.65											
	Loop Testing - Basic Additional Half Hour			UEQ				23.96											
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ				14.27	7.43										
	<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																		
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																		
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB			10.69	49.57	22.83	25.62	6.57								
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB			10.69	49.57	22.83	25.62	6.57								
	2-Wire Analog Voice Grade Loop - Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB			15.20	49.57	22.83	25.62	6.57								
	2-Wire Analog Voice Grade Loop - Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB			15.20	49.57	22.83	25.62	6.57								
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB			26.97	49.57	22.83	25.62	6.57								
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB			26.97	49.57	22.83	25.62	6.57								
	<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																		
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA			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	UEA			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	UEA			30.87	135.75	82.47	63.53	12.01								
	Order Coordination for Specified Conversion Time (per LSR)			UEA				23.02											
	CLEC to CLEC Conversion Charge without outside dispatch			UEA				87.71	36.35										
	Battery Signaling - Zone 1		1	UEA			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	UEA			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	UEA			30.87	135.75	82.47	63.53	12.01								
	Order Coordination for Specified Conversion Time (per LSR)			UEA				23.02											
	CLEC to CLEC Conversion Charge without outside dispatch			UEA				87.71	36.35										
	Loop Tagging - Service Level 2 (SL2)			UEA				11.21	1.10										
	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>																		
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA			18.89	167.96	115.15	67.08	15.56								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA			26.64	167.96	115.15	67.08	15.56								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA			47.62	167.96	115.15	67.08	15.56								
	Order Coordination for Specified Conversion Time (per LSR)			UEA				23.02											
	CLEC to CLEC Conversion Charge without outside dispatch			UEA				87.71	36.35										
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																		
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN			19.28	147.69	94.41	62.23	10.71								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN			27.60	147.69	94.41	62.23	10.71								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN			48.62	147.69	94.41	62.23	10.71								
	Order Coordination For Specified Conversion Time (per LSR)			UDN				23.02											



UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring	Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15				11.90					
<b>2-WIRE</b>	<b>Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	19.28	147.69	94.41	62.23	10.71		11.90					
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.40	147.69	94.41	62.23	10.71		11.90					
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	48.62	147.69	94.41	62.23	10.71		11.90					
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.61	44.15				11.90					
<b>2-WIRE</b>	<b>ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63		11.90					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63		11.90					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12		11.90					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12		11.90					
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02										
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39				11.90					
<b>2-WIRE</b>	<b>HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63		11.90					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63		11.90					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12		11.90					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12		11.90					
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90					
<b>4-WIRE</b>	<b>HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61		11.90					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61		11.90					
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22		11.90					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22		11.90					
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22		11.90					
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02										
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39				11.90					
<b>4-WIRE</b>	<b>DS1 DIGITAL LOOP</b>																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53		11.90					

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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							
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53		11.90				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04				11.90				
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56		11.90				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56		11.90				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74				11.90				
	<b>2-WIRE Unbundled COPPER LOOP</b>															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63		11.90				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	17.42	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	24.76	148.50	102.82	75.05	15.63		11.90				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	43.94	148.50	102.82	75.05	15.63		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	17.42	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	24.76	123.81	70.09	60.64	9.12		11.90				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	43.94	123.81	70.09	60.64	9.12		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47				11.90				
	<b>4-WIRE COPPER LOOP</b>															
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73		11.90				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73		11.90				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73		11.90				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22		11.90				

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
						Rec	Nonrecurring		Nonrecurring			Disconnect	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l										
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22		11.90						
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22		11.90						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00										
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	31.10	177.87	132.76	77.15	17.73		11.90						
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	44.20	177.87	132.76	77.15	17.73		11.90						
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	78.42	177.87	132.76	77.15	17.73		11.90						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00										
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	31.10	153.18	100.03	62.74	11.22		11.90						
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	44.20	153.18	100.03	62.74	11.22		11.90						
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	78.42	153.18	100.03	62.74	11.22		11.90						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00										
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47				11.90						
<b>LOOP MODIFICATION</b>																		
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00				11.90						
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		343.12	343.12				11.90						
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL, UEA	ULM4L		0.00	0.00				11.90						
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12				11.90						
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52				11.90						
<b>SUB-LOOPS</b>																		
<b>Sub-Loop Distribution</b>																		
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		1	UEANL	USBSA		487.23					11.90						
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		1	UEANL	USBSB		6.25					11.90						
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up		1	UEANL	USBSC		169.25					11.90						
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up		1	UEANL	USBSD		38.65					11.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26		11.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26		11.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26		11.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00											
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60		11.90						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60		11.90						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60		11.90						

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UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USDC	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
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00														
	Sub-Loop 2-Wire Intra-building Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26		11.90									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00														
	Sub-Loop 4-Wire Intra-building Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60		11.90									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00														
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26		11.90									
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26		11.90									
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26		11.90									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00														
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60		11.90									
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60		11.90									
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60		11.90									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00														
	Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02					11.90									
	Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87				11.90									
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07				11.90									
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63				11.90									
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63				11.90									
	<b>SUB-LOOPS</b>																				
	<b>Sub-Loop Feeder</b>																				
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		487.23					11.90									
	USL Feeder DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		6.25	6.25				11.90									
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		522.41	11.32				11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	6.41	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	9.10	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	16.15	92.75	51.24	58.45	13.07		11.90									
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		23.02														
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	6.41	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	9.10	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	16.15	92.75	51.24	58.45	13.07		11.90									
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		23.02														
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	6.41	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	9.10	92.75	51.24	58.45	13.07		11.90									
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	16.15	92.75	51.24	58.45	13.07		11.90									
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		23.02														
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	12.47	106.92	64.46	63.54	14.83		11.90									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	17.73	106.92	64.46	63.54	14.83		11.90									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	31.45	106.92	64.46	63.54	14.83		11.90									

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
									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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL									
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	12.47	106.92	64.46	63.54	14.83		11.90		
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	17.73	106.92	64.46	63.54	14.83		11.90		
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	31.45	106.92	64.46	63.54	14.83		11.90		
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL									
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	14.83	109.71	66.68	60.21	12.49		11.90		
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.07	109.71	66.68	60.21	12.49		11.90		
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	37.39	109.71	66.68	60.21	12.49		11.90		
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL									
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		1	UDC	USBFS	14.83	109.71	66.68	60.21	12.49		11.90		
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		2	UDC	USBFS	21.07	109.71	66.68	60.21	12.49		11.90		
	Unbundled Sub-Loop Feeder, 2 Wire UDC (DSL compatible)		3	UDC	USBFS	37.39	109.71	66.68	60.21	12.49		11.90		
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	42.59	133.77	78.02	85.16	21.21		11.90		
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	60.53	133.77	78.02	85.16	21.21		11.90		
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	107.39	133.77	78.02	85.16	21.21		11.90		
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL									
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	3.76	85.27	42.24	58.54	10.82		11.90		
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	5.35	85.27	42.24	58.54	10.82		11.90		
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	9.49	85.27	42.24	58.54	10.82		11.90		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL									
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	7.32	99.66	57.20	60.98	12.28		11.90		
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	10.40	99.66	57.20	60.98	12.28		11.90		
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	18.46	99.66	57.20	60.98	12.28		11.90		
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL									
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	14.48	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	20.59	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	36.53	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	14.48	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	20.59	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	36.53	100.62	58.16	63.54	14.83		11.90		
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL									
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	14.48	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	20.59	100.62	58.16	63.54	14.83		11.90		
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	36.53	100.62	58.16	63.54	14.83		11.90		
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL									
SUB-LOOPS														
	Sub-Loop Feeder													
	Sub Loop Feeder - DS3 - Per Mile Per Month		I	UE3	1L6SL	15.69								
	Sub Loop Feeder - DS3 - Facility Termination Per Month		I	UE3	USBF1	347.59	3,402.59	407.15	166.83	94.58		11.90		
	Sub Loop Feeder - STS-1 - Per Mile Per Month		I	UDLSX	1L5SL	15.69								
	Sub Loop Feeder - STS-1 - Facility Termination Per Month		I	UDLSX	USBF7	402.09	3,402.59	407.15	166.83	94.58		11.90		
UNBUNDLED LOOP CONCENTRATION														
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	449.49	359.42	359.42				11.90		
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	53.44	149.76	149.76				11.90		
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	487.33	359.42	359.42				11.90		
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	90.05	149.76	149.76				11.90		
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	71.70	51.52	18.49	4.82		11.90		

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**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First								Add'l
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73		11.90					
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73		11.90					
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																	
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00										
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																	
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,UCL	UNECN	0.00	0.00										
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00										
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00										
<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>																	
NOTE: minimum billing period of three months for DS3/STS-1 Local Loop																	
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92											
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84		11.90					
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92											
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.80	556.37	343.01	139.13	96.84		11.90			1.83		
<b>LOOP MAKE-UP</b>																	
	Loop Make-up - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17									
	Loop Make-up - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07									
<b>HIGH FREQUENCY SPECTRUM</b>																	
<b>LINE SHARING</b>																	
<b>SPLITTERS-CENTRAL OFFICE BASED</b>																	
	Line Sharing Splitter, per System 96 Line Capacity - True up pending approval by PSC	R		ULS	ULSOA	119.72	379.13	0.00	347.90	0.00		11.90					
	Line Sharing Splitter, per System 24 Line Capacity - True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00		11.90					
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00		11.90					
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00		11.90					
<b>END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING</b>																	

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**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring		Nonrecurring Disconnect				SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l								
	Line Sharing - per Line Activation -(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61								
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44										
	Line Sharing - per Subsequent Activity per Line Rearrangement - True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44										
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74								
<b>LINE SPLITTING</b>																		
<b>END USER ORDERING-CENTRAL OFFICE BASED</b>																		
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61												
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61								
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61								
<b>REMOTE SITE HIGH FREQUENCY SPECTRUM</b>																		
<b>SPLITTERS-REMOTE SITE</b>																		
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	46.07	114.81	0.00	86.20	0.00								
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and deactivation	I		ULS	ULSTG		95.64	0.00	69.19	0.00								
<b>END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING</b>																		
	Remote Site Line Share Line Activation for End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61								
	RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61								
	Remote Site Line Share Subsequent Activity-RS BST Owned Splitter	I		ULS	ULSRS		49.15	17.83										
	Remote Site Line Share Subsequent Activity-RS CLEC Owned Splitter	I		ULS	ULSTS		49.15	17.83										
<b>UNBUNDLED DEDICATED TRANSPORT</b>																		
<b>NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months</b>																		
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03								
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bal. - Per Mile per month			U1TVX	1L5XX	0.0091												
	Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bal. Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03								
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade Per Mile per month			U1TVX	1L5XX	0.0091												
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87												
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56								

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	
							First	Add'l	First							Add'l
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			UITS1	1L5XX	3.87										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			UITS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56		11.90				
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period = below DS3=one month, DS3/STS-1=four months																
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	49.58	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bal. - Zone 1		1	ULDVX	ULDR2	19.66	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bal. - Zone 2		2	ULDVX	ULDR2	27.94	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bal. - Zone 3		3	ULDVX	ULDR2	49.58	265.84	46.97	37.63	4.00		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX	ULDV4	20.45	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX	ULDV4	29.06	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX	ULDV4	51.56	266.54	47.67	44.22	5.33		11.90				
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.49	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	51.85	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	92.00	216.65	183.54	24.30	16.95		11.90				
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	8.50										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	531.91	556.37	343.01	139.13	96.84		11.90				
	Local Channel - Dedicated - STS-1 - Per Mile per month			ULDS1	1L5NC	8.50										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	540.69	556.37	343.01	139.13	96.84		11.90				
<b>DARK FIBER</b>																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	55.04										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		751.34	193.88				11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	26.85										
	NRC Dark Fiber - Interoffice Channel			UDF	UDF14		751.34	193.88				11.90				
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	55.04										
	NRC Dark Fiber - Local Loop			UDF	UDFL4		751.34	193.88				11.90				
<b>8XX ACCESS TEN DIGIT SCREENING</b>																
	8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70				11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70		11.90				
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07				11.90				
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78				11.90				
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70				11.90				
	8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15				11.90				
	8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD								0.0006252				
	8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD								0.0006252				
<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>																
	LIDB Common Transport Per Query			OQT								0.0000203				
	LIDB Validation Per Query			OQU								0.0136959				
	LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		55.13	55.13	55.13	55.13		11.90				
<b>SIGNALING (CCS7)</b>																

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			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	
							First	Add'l	First							Add'l
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31	11.90					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31	11.90					
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03	11.90					
<b>EB11 SERVICE</b>																
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00	11.90					
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00	11.90					
	Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00	11.90					
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03	11.90					
	Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05	11.90					
	Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05	11.90					
	Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05	11.90					
	Interoffice Transport - Dedicated - DS1 Per Mile					0.1856										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05	11.90					
<b>CALLING NAME (CNAM) SERVICE</b>																
	CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01	11.90					
	CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01	11.90					
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09	11.90					
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09	11.90					
	CNAM for DB Owners, Per Query			OQV			0.001024									
	CNAM for Non DB Owners, Per Query			OQV			0.001024									
<b>LNP Query Service</b>																
	LNP Charge Per query			OQV			0.000852									
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71	11.90					
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40	11.90					
<b>OPERATOR CALL PROCESSING</b>																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
<b>INWARD OPERATOR SERVICES</b>																
	Inward Operator Services - Verification, Per Call					1.00										
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
<b>Facility based CLEC</b>																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00			11.90					
	Loading of Custom Branded OA Announcement per shell/NAV per OCN				CBAOL		500.00	500.00			11.90					
<b>UNEPC CLEC</b>																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00			11.90					
	Loading of Custom Branded OA Announcement per shell/NAV per OCN						500.00	500.00			11.90					
<b>Unbranding via OLNS for UNEPC CLEC</b>																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00			11.90					

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	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	
							First	Add'l	First									Add'l
												SOMAN	SOMAN	SOMAN	SOMAN			
<b>DIRECTORY ASSISTANCE SERVICES</b>																		
	DIRECTORY ASSISTANCE ACCESS SERVICE																	
	Directory Assistance Access Service Calls, Charge Per Call						0.275											
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						0.10											
<b>DIRECTORY ASSISTANCE SERVICES</b>																		
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																	
	Directory Assistance Data Base Service Charge Per Listing						0.04											
	Directory Assistance Data Base Service, per month				DBSOF		150.00											
<b>BRANDING - DIRECTORY ASSISTANCE</b>																		
	Facility Based CLEC																	
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00				11.90						
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				11.90						
	UNEPC CLEC																	
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00				11.90						
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				11.90						
	Unbranding via OLNS for UNEPC CLEC																	
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				11.90						
	Loading of DA per Switch per OCN						16.00	16.00				11.90						
<b>SELECTIVE ROUTING</b>																		
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		93.55	93.55	12.71	12.71		11.90						
<b>VIRTUAL COLLOCATION</b>																		
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0502	11.57					11.90						
<b>PHYSICAL COLLOCATION</b>																		
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0275	8.22	7.22	5.74	4.58		11.90						
<b>AIN SELECTIVE CARRIER ROUTING</b>																		
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00			11.90						
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69		11.90						
	Query NRC, per query			SRC		0.0031868												
<b>AIN - BELL SOUTH AIN SMS ACCESS SERVICE</b>																		
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93		11.90						
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03		11.90						
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03		11.90						
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88		11.90						
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93		11.90						
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)						0.0028											
	AIN SMS Access Service - Session, Per Minute						0.7809											
	AIN SMS Access Service - Company Performed Session, Per Minute						0.4509											
<b>AIN - BELL SOUTH AIN TOOLKIT SERVICE</b>																		
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93		11.90						
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,439.00	8,439.00				11.90						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		8.64	8.64	10.03	10.03		11.90						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03		11.90						

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
									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	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM	8.64	8.64	10.03	10.03		11.90			
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PDDP				BAPTO	38.06	38.06	15.86	15.86		11.90			
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC	38.06	38.06	15.86	15.86		11.90			
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF	38.06	38.06	15.86	15.86		11.90			
	AIN Toolkit Service - Query Charge, Per Query					0.0635927								
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698								
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06								
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08	11.90			
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56			11.90			
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08	11.90			
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56			11.90			
<b>ENHANCED EXTENDED LINK (EELs)</b>														
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for EELs provisioned as ' Ordinarily Combined' Network Elements.														
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for EELs provisioned as ' Currently Combined' Network Elements.														
NOTE: Minimum billing is one month for DS1 and below and three months above DS1 services.														
<b>2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81	11.90			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81	11.90			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81	11.90			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856								
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95	11.90			
	DS1 Channelization System Per Month			UNC1X	MQ1	146.77	51.83	10.75			11.90			
	Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84	11.90			
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81	11.90			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81	11.90			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81	11.90			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84	11.90			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98	11.90			
<b>4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81	11.90			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81	11.90			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81	11.90			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856								
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95	11.90			

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**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	
							First	Add'l	First							Add'l
											OSS Rates(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN		
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		11.90				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	1.38	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	<b>4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90				
	<b>4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	146.77	51.83	10.75				11.90				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90				
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90				
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90				

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring		Nonrecurring Disconnect				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l								
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UOL64	55.99	127.59	60.54	42.79	2.81		11.90						
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	12.16	8.77	6.71	4.84		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90						
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																	
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90						
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90						
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856												
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90						
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																	
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90						
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90						
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90						
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87												
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90						
	DS3 to DS1 Channel System combination per month			UNC3X	MC3	211.19	115.60	59.93	5.45	0.00		11.90						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90						
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90						
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90						
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90						
	<b>2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																	
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81		11.90						
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81		11.90						
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		11.90						
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091												
	Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90						
	<b>4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																	
	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		11.90						
	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81		11.90						

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
									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 VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.64	42.79	2.81		11.90			
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0091									
	Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	22.58	94.70	52.59	50.49	21.53		11.90			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90			
	<b>DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>														
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	10.92									
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	396.88	249.97	162.05	67.10	26.82		11.90			
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.87									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23		11.90			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90			
	<b>STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)</b>														
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	10.92									
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	426.60	249.97	162.05	67.10	26.82		11.90			
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	3.87									
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90			
	<b>2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90			
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90			
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.1856									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90			
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	146.77	51.83	10.75				11.90			
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90			
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81		11.90			
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81		11.90			
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81		11.90			
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.66	12.16	8.77	6.71	4.84		11.90			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90			
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)</b>														
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90			
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90			

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First									Add'l
												SOMAN	SOMAN	SOMAN	SOMAN			
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90						
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	3.87												
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	1,056.00	314.45	130.88	38.60	18.23		11.90						
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	211.19	20.06	31.66	5.45	0.00		11.90						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84								
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45		11.90						
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45		11.90						
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		11.90						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90						
<b>4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)</b>																		
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81		11.90						
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		11.90						
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81		11.90						
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0091												
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90						
<b>4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)</b>																		
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81		11.90						
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81		11.90						
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		11.90						
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0091												
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90						
<b>ADDITIONAL NETWORK ELEMENTS</b>																		
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																		
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																		
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98		11.90						
<b>NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months</b>																		
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	19.66	265.84	46.97	37.63	4.00		11.90						

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
						Rec	Nonrecurring		Nonrecurring Disconnect				SOME C	SOMAN	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
							First	Add'l	First	Add'l								
												SOMAN	SOMAN	SOMAN	SOMAN			
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	27.94	265.84	46.97	37.63	4.00								
	Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCVX	ULDV2	49.58	265.84	46.97	37.63	4.00								
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	20.45	266.54	47.67	44.22	5.33								
	Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	29.06	266.54	47.67	44.22	5.33								
	Local Channel - Dedicated - 4-Wire Voice Grade Zone3		3	UNCVX	ULDV4	51.56	266.54	47.67	44.22	5.33								
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.49	216.65	183.54	24.30	16.95								
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	51.85	216.65	183.54	24.30	16.95								
	Local Channel - Dedicated - DS1 - Per Month Zone 3		3	UNC1X	ULDF1	92.00	216.65	183.54	24.30	16.95								
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1LSNC	8.50												
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	531.91	556.37	343.01	139.13	96.84								
	Local Channel - Dedicated - STS-1 - Per Mile per month			UNCSX	1LSNC	8.50												
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	540.69	556.37	343.01	139.13	96.84								
	<b>Optional Features &amp; Functions:</b>																	
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		i	ULDD1, U1TD1, UNC1X, USL	NRCCC		65.01											
	C-bit Parity Option - Subsequent Activity - per DS3		i	U1TD3, ULDD3, UE3, UNC3X	NRCC3		50.01											
	<b>MULTIPLEXERS</b>																	
	<b>NOTE: minimum billing period is one month for DS1 to DS0 Channel System and interfaces</b>																	
	<b>NOTE: minimum billing period is three months for DS3 to DS1 Channel System and interfaces</b>																	
	DS1 to DS0 Channel System (with the higher-level connected to a collocation in the same SWC) per month			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49								
	DS1 to DS0 Channel System (used to channelize a DS1 Local Channel) per month			ULDD1	MQ1	146.77	101.42	71.62	11.09	10.49								
	DS1 to DS0 Channel System (used to channelize a DS1 Interface Channel) per month			U1TD1	MQ1	146.77	101.42	71.62	11.09	10.49								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08										
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	10.07	7.08										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08										
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	10.07	7.08										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08										
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08										
	DS3 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07								
	DS3 to DS1 Channel System (used to channelize a DS3 Local Channel) per month			ULDD3	MQ3	211.19	199.28	118.64	40.34	39.07								
	DS3 to DS1 Channel System (used to channelize a DS3 Interface Channel) per month			U1TD3	MQ3	211.19	199.28	118.64	40.34	39.07								
	STS-1 to DS1 Channel System (with the higher level connected to a collocation in the same SWC) per month			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07								
	STS-1 to DS1 Channel System (used to channelize a STS-1 Local Channel) per month			ULDS1	MQ3	211.19	199.28	118.64	40.34	39.07								
	STS-1 to DS1 Channel System (used to channelize a STS-1 Interface Channel) per month			U1TS1	MQ3	211.19	199.28	118.64	40.34	39.07								
	DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08										
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08										
	DS1 COCI used with Interface Channel per month			U1TD1	UC1D1	13.76	10.07	7.08										
	<b>Sub-Loop Feeder</b>																	
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	42.59	133.77	78.02	85.16	21.21								

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BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release DSL<sub>i</sub> from its obligation to make complete and timely payments of its bill. DSL<sub>i</sub> shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in DSL<sub>i</sub>'s "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DSL<sub>i</sub> fails to remit to BellSouth any deposit requested pursuant to this Section, service to DSL<sub>i</sub> may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to DSL<sub>i</sub>'s account(s). In the event DSL<sub>i</sub> defaults on its account, service to DSL<sub>i</sub> will be terminated and any security deposits will be applied to DSL<sub>i</sub>'s account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from DSL<sub>i</sub>, shall be forwarded to the individual and/or address provided by DSL<sub>i</sub> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by DSL<sub>i</sub> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from DSL<sub>i</sub> to BellSouth's billing organization, a final notice of disconnection of services purchased by DSL<sub>i</sub> under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. DSL<sub>i</sub> shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day

period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

### 3. **RAO HOSTING**

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to DSL<sub>i</sub> by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 DSL<sub>i</sub> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**DSL Internet Corporation dba DSL<sub>i</sub>**

**AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

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**THIS (SERVICES) AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DSL Internet Corporation dba DSLi (CUSTOMER), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or CUSTOMER or both as a "Party" or "Parties."

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, CUSTOMER is a Competitive Local Exchange Carrier (CLEC) authorized to provide Telecommunications Services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, BellSouth desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (Act);

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and CUSTOMER agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be effective thirty (30) days after the date of the last signature. Future amendments for rate changes will be effective (30) days after the date of the last signature executing the amendment.

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**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

## 1. Scope of this Agreement

- 1.1 This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain services, set forth herein, to CUSTOMER (Service(s)). BellSouth will make available to CUSTOMER the Services and CUSTOMER agrees to purchase BellSouth's Services as set forth herein.
- 1.2 Notwithstanding Section 17 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

## 2. CLEC Certification

- 2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide BellSouth in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

**Amendment to the Agreement  
Between  
DSL Internet Corporation d/b/a DSLi  
and  
BellSouth Telecommunications, Inc.  
Dated July 4, 2003**

Pursuant to this Amendment, (the "Amendment"), DSL Internet Corporation d/b/a DSLi (DSLi), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 4, 2003 (Agreement).

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

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

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

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibits B and C hereto, and such rates shall apply to services provided in the State of Florida only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A, B and C hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of Florida.
4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision.
5. All performance data and penalties associated for services (de-listed elements) no longer required under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans and are inapplicable for services that are no longer provided pursuant to the Agreement.
6. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

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CLEC with No CA  
02/16/06

7. All of the other provisions of the Agreement shall remain in full force and effect.
8. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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Signature Page

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

**BellSouth Telecommunications, Inc.**

**DSL Internet Corporation d/b/a DSLi**

By: *Kristen E. Shore*

By: *Mark Harris*

Name: Kristen E. Shore

Name: Mark Harris

Title: Director

Title: CFO

Date: 3/10/06

Date: 03-10-06

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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 DSL<sub>i</sub> 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 DSL<sub>i</sub> 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 DSL<sub>i</sub> at any single building in which DS1 Loops are available as unbundled loops.
    - 1.3.2 DSL<sub>i</sub> may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
  - 1.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 13, BellSouth shall make available DS1 and DS3 Loops only for DSL<sub>i</sub>'s Embedded Base during the Transition Period:
    - 1.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold).
    - 1.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold).
  - 1.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 1.4.1 and 1.4.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
  - 1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DSL<sub>i</sub>'s Embedded Base and DSL<sub>i</sub>'s Excess DS1 and DS3 Loops equal to the higher of:
    - 1.6.1 115% of the rate paid for that element on June 15, 2004; or

- 1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 1.6.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 1.6.
- 1.7 The Transition Period shall apply only to (1) DSL<sub>i</sub>'s Embedded Base and (2) DSL<sub>i</sub>'s Excess DS1 and DS3 Loops. DSL<sub>i</sub> shall not add new DS1 or DS3 loops pursuant to this Agreement.
- 1.8 DSL<sub>i</sub> shall provide spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a DSL<sub>i</sub> chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within DSL<sub>i</sub>'s total special access circuits and apply any discounts to which DSL<sub>i</sub> is entitled.
- 1.8.1 If DSL<sub>i</sub> 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 DSL<sub>i</sub> 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 DSL<sub>i</sub>'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.

- 4.3.4.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Parties Agreement and this Section 4.3.4.
- 4.3.5 DSL<sub>i</sub> must submit orders or spreadsheets, or if converting to UNE Loops must use the Bulk Migration process, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions on or before March 10, 2006. DSL<sub>i</sub> may transition from these UNE-P arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of UNE-P.
- 4.3.5.1 If DSL<sub>i</sub> submits the orders or spreadsheets specified in Section 4.3.5 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 4.3.5.2 If DSL<sub>i</sub> fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify DSL<sub>i</sub>'s remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1 to the Agreement. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.
- 4.3.5.3 For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to DSL<sub>i</sub>'s customers' service.
- 4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 4.3.7 BellSouth shall make 911 updates in the BellSouth 911 database for DSL<sub>i</sub>'s UNE-P. BellSouth will not bill DSL<sub>i</sub> for 911 surcharges. DSL<sub>i</sub> is responsible for paying all 911 surcharges to the applicable governmental agency.

5. Dedicated Transport and Dark Fiber Transport

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

- 5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for DSLi as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for DSLi as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those DSLi DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 5.2.5.3. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.5 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for DSLi's Embedded Base during the Transition Period:
- 5.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. (Tier 1 Wire Center)
- 5.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center).
- 5.2.5.3 DSLi may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 5.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, is set forth in Section 7.1.4 hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.

- 5.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <DSL<sub>i</sub>'s Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DSL<sub>i</sub>'s Embedded Base of DS1 and DS3 Dedicated Transport and for DSL<sub>i</sub>'s Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, equal to the higher of:
- 5.2.8.1 115% of the rate paid for that element on June 15, 2004; or
- 5.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 5.2.8.3 These rates shall be as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.
- 5.2.8.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for DSL<sub>i</sub>'s Embedded Base Entrance Facilities as set forth in Exhibit A to Attachment 2 of the Agreement and this Section 5.2.8.
- 5.2.9 The Transition Period shall apply only to (1) DSL<sub>i</sub>'s Embedded Base circuits and Embedded Base Entrance Facilities; and (2) DSL<sub>i</sub>'s Excess DS1 and DS3 Dedicated Transport. DSL<sub>i</sub> shall not add new Entrance Facilities pursuant to this Agreement. Further, DSL<sub>i</sub> shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement.
- 5.2.10 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS1 Dedicated Transport Unbundling will be required from that wire center to other Tier 1 wire centers.
- 5.2.11 A wire center listed on the Initial Wire Center List exceeds either of the thresholds set forth in Sections 5.2.5.1 or 5.2.5.2. No further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.
- 5.2.12 No later than March 10, 2006 DSL<sub>i</sub> shall submit spreadsheet(s) identifying all of the Embedded Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 17. DSL<sub>i</sub> may transition from these DS1 and DS3 Dedicated Transport, Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport arrangements to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 17, such spreadsheet shall take the place of an LSR or ASR. If a DSL<sub>i</sub> 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 DSL<sub>i</sub>'s total special access circuits

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

- 5.2.12.1 If DSL<sub>i</sub> submits the spreadsheets specified in Section 5.2.12 above for all of its Embedded Base on or before March 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 5.2.12.2 If DSL<sub>i</sub> fails to submit the spreadsheet(s) specified in Section 5.2.12 above for all of its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify DSL<sub>i</sub>'s remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.2.12.3 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to DSL<sub>i</sub>'s customers' service.
- 5.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 5.3.2 For purposes of this Section 5.3, the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.3.3 For purposes of this Section 5.3, Embedded Base means Dark Fiber Transport that was in service for DSL<sub>i</sub> as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.3.4 For purposes of this Section 5.3, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for DSL<sub>i</sub> as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.3.6 below.

**CLEC NAME:** DSL Internet Corporation /DB  
**DATE SUBMITTED:** 3/10/2006  
**CONTACT NAME AND NUMBER:** Eduardo E. Maldonado (Direc  
**PROJECT ID:**

ACNA	ALOC Address
DLJ	8405 NW 53 St
DLJ	7300 Corporate Center Dr
DLJ	8390 NW 53rd St
DLJ	1150 NW 72nd Ave
DLJ	6971 NW 51 Street
DLJ	3785 Nw 82nd Ave
DLJ	2510 NW 97th Ave
DLJ	2510 NW 97th Ave
DLJ	7715 NW 48th St
DLJ	1400 NW 93 Ave
DLJ	7311 NW 12th Street
DLJ	7857 NW 46th ST
DLJ	1150 NW 72nd Ave
DLJ	5800 NW 74th Ave
DLJ	10850 NW 21st St
DLJ	6392 NW 84 AVE
DLJ	1480 NW 94th AV
DLJ	9915 NW 41st St
DLJ	6955 NW 52nd St
DLJ	4075 NW 79th Av
DLJ	4075 NW 79th Av
DLJ	2400 NW 95th Ave
DLJ	2315 NW 107th Av
DLJ	2605 NW 77th Ave
DLJ	9565 NW 40th Street Road
DLJ	3055 N.W. 84th Avenue
DLJ	3055 N.W. 84th Avenue
DLJ	4090 NW 97th Ave
DLJ	6980 N.W. 46 Street
DLJ	3901 NW 79 Ave
DLJ	7927 NW 21 Street
DLJ	7220 NW 36th St
DLJ	2801 NW 74 Ave.
DLJ	2085 NW 87 Ave
DLJ	2605 NW 75 Av
DLJ	8147 N.W. 67 STREET
DLJ	5255 NW 87th Av
DLJ	2 South Biscayne Blvd
DLJ	44 W Flagler St
DLJ	200 S Biscayne BLVD
DLJ	150 se 3rd street
DLJ	150 se 3rd street







UNE TO SPA CONVER:

A DSLi Corp.

Director of Operations) / (305) 725-6792 (Cell)

UNE BAN	UNE CIRCUIT ID	UNE USOC
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954N220033033	60.HCFU.907470..SB	USLXX
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SION

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-4, Page 7 of 22

Customer provided D-PON	Customer provided N-PON	Product Type
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For BellSouth Use	N/A	MIAMFLDB
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	MIAMFLSH
For BellSouth Use	N/A	NDADFLGG
For BellSouth Use	N/A	NDADFLOL
For BellSouth Use	N/A	NDADFLOL
For BellSouth Use	N/A	PRRNFLMA
For BellSouth Use	N/A	FTLDFLJA
For BellSouth Use	N/A	HLWDFLMA
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	NDADFLGG











**CLEC NAME:** DSL Internet Corporation /DBA DSLi Corp.  
**DATE SUBMITTED:** 3/10/2006  
**CONTACT NAME AND NUMBER:** Eduardo E. Maldonado (Director of Operations) / (3  
**PROJECT ID:**

ACNA	ALOC Address	LINE BAN
DLJ		954N220033034
DLJ	BCRTFLSA	305N070122122
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	BCRTFLSA	305N070122122
DLJ	MIAMFLFL	305N070122123

**UNE TO SPA CONVERSION**

305) 725-6792 (Cell)

UNE CIRCUIT ID	UNE USOC	Customer provided D-PON	Customer provided N-PON
60.HFGS.754870..SB	UE3PX	DDS3UNETOSPA1	NDS3UNETOSPA1
60.HFGS.754964..SB	UE3PX	DDS3UNETOSPA2	NDS3UNETOSPA2
60.HFGS.755367..SB	UE3PX	DDS3UNETOSPA3	NDS3UNETOSPA3
60.HFGS.754063..SB	UE3PX	DDS3UNETOSPA4	NDS3UNETOSPA4
60.HFFU.753653..SB	UE3PX	DDS3UNETOSPA5	NDS3UNETOSPA5
60.HFFU.753698..SB	UE3PX	DDS3UNETOSPA6	NDS3UNETOSPA6
60.HFFU.755106..SB	UE3PX	DDS3UNETOSPA7	NDS3UNETOSPA7
60.HFFU.755242..SB	UE3PX	DDS3UNETOSPA8	NDS3UNETOSPA8
60.HFGS.755816..SB	UE3PX	DDS3UNETOSPA9	NDS3UNETOSPA9
60.HFGS.754263..SB	UE3PX	DDS3UNETOSPA10	NDS3UNETOSPA10

Product Type	Old ACTL	New ACTL	New Bell Ckt ID	NEW BAN
DS3	<b>MIAMFLHLIMD</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>BCRTFLSAAMD</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLGRXLY</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>BCRTFLSAAMD</b>	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	<b>MIAMFLFL8MD</b>	N/A	For BellSouth Use	For BellSouth Use

New CFA (IF APPLICABLE)	EU SWC	Desired DD	Notes	PIU of Converted Circuit
N/A	MIAMFLHL	4/10/2006	1:00 AM	100%
N/A	MIAMFLPL	4/10/2006	1:00 AM	100%
N/A	MIAMFLFL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAE	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BYBHFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLAP	4/10/2006	1:00 AM	100%

**CLEC NAME:** DSL Internet Corporation /DBA DSL  
**DATE SUBMITTED:** 3/10/2006  
**CONTACT NAME ANI** Eduardo E. Maldonado (Director of  
**PROJECT ID:**

129

On BellSouth			
LINE CIRCUIT ID	List	ACNA	ALOC Address
60.HCFU.908540..SB	NO	DLJ	8405 NW 53 St
60.HCFU.907470..SB	NO	DLJ	7300 Corporate Center Dr
60.HCFU.906464..SB	NO	DLJ	8390 NW 53rd St
60.HCFU.907293..SB	NO	DLJ	1150 NW 72nd Ave
60.HCFU.905734..SB	NO	DLJ	6971 NW 51 Street
60.HCFU.905344..SB	NO	DLJ	3785 Nw 82nd Ave
60.HCFU. 905070..SB	NO	DLJ	2510 NW 97th Ave
60.HCFU.905095..SB	NO	DLJ	2510 NW 97th Ave
60.HCFU.903441..SB	NO	DLJ	7715 NW 48th St
60.HCFU.896986..SB	NO	DLJ	1400 NW 93 Ave
60.HCFU.897469..SB	NO	DLJ	7311 NW 12th Street
60.HCFU.896094..SB	NO	DLJ	7857 NW 46th ST
60.HCFU.893706..SB	NO	DLJ	1150 NW 72nd Ave
60.HCFU.891980..SB	NO	DLJ	5800 NW 74th Ave
60.HCFU.891568..SB	NO	DLJ	10850 NW 21st St
60.HCFU.889025..SB	NO	DLJ	6392 NW 84 AVE
60.HCFU.888734..SB	NO	DLJ	1480 NW 94th AV
60.HCFU.886070..SB	NO	DLJ	9915 NW 41st St
60.HCFU.885471..SB	NO	DLJ	6955 NW 52nd St
60.HCFU.885450..SB	NO	DLJ	4075 NW 79th Av
60.HCFU.884963..SB	NO	DLJ	4075 NW 79th Av
60.HCFU.891558..SB	NO	DLJ	2400 NW 95th Ave
60.HCFU.891553..SB	NO	DLJ	2315 NW 107th Av
60.HCFU.886687..SB	NO	DLJ	2605 NW 77th Ave
60.HCFU.508165..SB	NO	DLJ	9565 NW 40th Street Road
60.HCFU.877433..SB	NO	DLJ	3055 N.W. 84th Avenue
60.HCFU.891623..SB	NO	DLJ	3055 N.W. 84th Avenue
60.HCFU.505878..SB	NO	DLJ	4090 NW 97th Ave
60.HCFU.505475..SB	NO	DLJ	6980 N.W. 46 Street
60.HCFU.505110..SB	NO	DLJ	3901 NW 79 Ave
60.HCFU.505037..SB	NO	DLJ	7927 NW 21 Street
60.HCFU.503432..SB	NO	DLJ	7220 NW 36th St
60.HCFU.503497..SB	NO	DLJ	2801 NW 74 Ave.
60.HCFU.502801..SB	NO	DLJ	2085 NW 87 Ave
60.HCFU.505867..SB	NO	DLJ	2605 NW 75 Av
60.HCFU.501657..SB	NO	DLJ	8147 N.W. 67 STREET
60.HCFU.501810..SB	NO	DLJ	5255 NW 87th Av
60.HCFU.904766..SB	NO	DLJ	2 South Biscayne Blvd
60.HCFU.903862..SB	NO	DLJ	44 W Flagler St
60.HCFU.895253..SB	NO	DLJ	200 S Biscayne BLVD
60.HCFU.894053..SB	NO	DLJ	150 se 3rd street
60.HCFU.894061..SB	NO	DLJ	150 se 3rd street



60.HCFU.838407..SB	NO	DLJ
60.HCFU.890741..SB	NO	DLJ
60.HCFU.891250..SB	NO	DLJ
60.HCFU.885542..SB	NO	DLJ
60.HCFU.885543..SB	NO	DLJ
60.HCFU.885548..SB	NO	DLJ
60.HCFU.899997..SB	NO	DLJ
60.HCFU.511937..SB	NO	DLJ
60.HCFU.894819..SB	NO	DLJ
60.HCFU.902257..SB	NO	DLJ
58.HCFU.729250..SB	YES	DLJ
58.HCFU.729255..SB	YES	DLJ
58.HCFU.729256..SB	YES	DLJ
58.HCFU.729268..SB	YES	DLJ
58.HCFU.729269..SB	NO	DLJ
58.HCFU.733120..SB	NO	DLJ
58.HCFU.735458..SB	YES	DLJ
58.HCFU.737697..SB	YES	DLJ
58.HCFU.737700..SB	YES	DLJ
58.HCFU.737701..SB	YES	DLJ
58.HCFU.737704..SB	YES	DLJ
58.HCFU.737705..SB	YES	DLJ
58.HCFU.737714..SB	YES	DLJ
58.HCFU.737715..SB	YES	DLJ
58.HCFU.737717..SB	NO	DLJ
58.HCFU.737718..SB	NO	DLJ
60.HFGS.754870..SB	NO	DLJ
60.HFGS.754964..SB	NO	DLJ
60.HFGS.755367..SB	NO	DLJ
60.HFGS.754063..SB	NO	DLJ
60.HFFU.753653..SB	NO	DLJ
60.HFFU.753698..SB	YES	DLJ
60.HFFU.755106..SB	YES	DLJ
60.HFFU.755242..SB	YES	DLJ
60.HFGS.755816..SB	NO	DLJ
60.HFGS.754263..SB	NO	DLJ

MIAMFLGR
MIAMFLHL
MIAMFLHL
MIAMFLHL
MIAMFLHL
MIAMFLHL
MIAMFLPB
MIAMFLPB
MIAMFLRR
MIAMFLRR
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
ORLDFLMA
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ORLDFLMA
BCRTFLSA
MIAMFLGR
MIAMFLGR
MIAMFLGR
MIAMFLGR
MIAMFLGR
MIAMFLGR
MIAMFLGR
BCRTFLSA
MIAMFLFL

**UNE TO SPA CONVERSION**

.i Corp.

Operations) / (305) 725-6792 (Cell)

UNE BAN	UNE USOC	Customer provided D-PON	Customer provided N-PON
954N220033033	USLXX	DDS1UNETOSPA1	NDS1UNETOSPA1
954N220033033	USLXX	DDS1UNETOSPA2	NDS1UNETOSPA2
954N220033033	USLXX	DDS1UNETOSPA3	NDS1UNETOSPA3
954N220033033	USLXX	DDS1UNETOSPA4	NDS1UNETOSPA4
954N220033033	USLXX	DDS1UNETOSPA5	NDS1UNETOSPA5
954N220033033	USLXX	DDS1UNETOSPA6	NDS1UNETOSPA6
954N220033033	USLXX	DDS1UNETOSPA7	NDS1UNETOSPA7
954N220033033	USLXX	DDS1UNETOSPA8	NDS1UNETOSPA8
954N220033033	USLXX	DDS1UNETOSPA9	NDS1UNETOSPA9
954N220033033	USLXX	DDS1UNETOSPA10	NDS1UNETOSPA10
954N220033033	USLXX	DDS1UNETOSPA11	NDS1UNETOSPA11
954N220033033	USLXX	DDS1UNETOSPA12	NDS1UNETOSPA12
954N220033033	USLXX	DDS1UNETOSPA13	NDS1UNETOSPA13
954N220033033	USLXX	DDS1UNETOSPA14	NDS1UNETOSPA14
954N220033033	USLXX	DDS1UNETOSPA15	NDS1UNETOSPA15
954N220033033	USLXX	DDS1UNETOSPA16	NDS1UNETOSPA16
954N220033033	USLXX	DDS1UNETOSPA17	NDS1UNETOSPA17
954N220033033	USLXX	DDS1UNETOSPA18	NDS1UNETOSPA18
954N220033033	USLXX	DDS1UNETOSPA19	NDS1UNETOSPA19
954N220033033	USLXX	DDS1UNETOSPA20	NDS1UNETOSPA20
954N220033033	USLXX	DDS1UNETOSPA21	NDS1UNETOSPA21
954N220033033	USLXX	DDS1UNETOSPA22	NDS1UNETOSPA22
954N220033033	USLXX	DDS1UNETOSPA23	NDS1UNETOSPA23
954N220033033	USLXX	DDS1UNETOSPA24	NDS1UNETOSPA24
954N220033033	USLXX	DDS1UNETOSPA25	NDS1UNETOSPA25
954N220033033	USLXX	DDS1UNETOSPA26	NDS1UNETOSPA26
954N220033033	USLXX	DDS1UNETOSPA27	NDS1UNETOSPA27
954N220033033	USLXX	DDS1UNETOSPA28	NDS1UNETOSPA28
954N220033033	USLXX	DDS1UNETOSPA29	NDS1UNETOSPA29
954N220033033	USLXX	DDS1UNETOSPA30	NDS1UNETOSPA30
954N220033033	USLXX	DDS1UNETOSPA31	NDS1UNETOSPA31
954N220033033	USLXX	DDS1UNETOSPA32	NDS1UNETOSPA32
954N220033033	USLXX	DDS1UNETOSPA33	NDS1UNETOSPA33
954N220033033	USLXX	DDS1UNETOSPA34	NDS1UNETOSPA34
954N220033033	USLXX	DDS1UNETOSPA35	NDS1UNETOSPA35
954N220033033	USLXX	DDS1UNETOSPA36	NDS1UNETOSPA36
954N220033033	USLXX	DDS1UNETOSPA37	NDS1UNETOSPA37
954N220033033	USLXX	DDS1UNETOSPA38	NDS1UNETOSPA38
954N220033033	USLXX	DDS1UNETOSPA39	NDS1UNETOSPA39
954N220033033	USLXX	DDS1UNETOSPA40	NDS1UNETOSPA40
954N220033033	USLXX	DDS1UNETOSPA41	NDS1UNETOSPA41
954N220033033	USLXX	DDS1UNETOSPA42	NDS1UNETOSPA42



954N220033033	USLXX	DDS1UNETOSPA43	NDS1UNETOSPA43
954N220033033	USLXX	DDS1UNETOSPA44	NDS1UNETOSPA44
954N220033033	USLXX	DDS1UNETOSPA45	NDS1UNETOSPA45
954N220033033	USLXX	DDS1UNETOSPA46	NDS1UNETOSPA46
954N220033033	USLXX	DDS1UNETOSPA47	NDS1UNETOSPA47
954N220033033	USLXX	DDS1UNETOSPA48	NDS1UNETOSPA48
954N220033033	USLXX	DDS1UNETOSPA49	NDS1UNETOSPA49
954N220033033	USLXX	DDS1UNETOSPA50	NDS1UNETOSPA50
305N070122122	USLXX	DDS1UNETOSPA51	NDS1UNETOSPA51
305N070122122	USLXX	DDS1UNETOSPA52	NDS1UNETOSPA52
305N070122122	USLXX	DDS1UNETOSPA53	NDS1UNETOSPA53
305N070122122	USLXX	DDS1UNETOSPA54	NDS1UNETOSPA54
305N070122122	USLXX	DDS1UNETOSPA55	NDS1UNETOSPA55
305N070122122	USLXX	DDS1UNETOSPA56	NDS1UNETOSPA56
305N070122122	USLXX	DDS1UNETOSPA57	NDS1UNETOSPA57
305N070122122	USLXX	DDS1UNETOSPA58	NDS1UNETOSPA58
954N220033033	USLXX	DDS1UNETOSPA59	NDS1UNETOSPA59
954N220033033	USLXX	DDS1UNETOSPA60	NDS1UNETOSPA60
305N070122122	USLXX	DDS1UNETOSPA61	NDS1UNETOSPA61
305N070122122	USLXX	DDS1UNETOSPA62	NDS1UNETOSPA62
305N070122122	USLXX	DDS1UNETOSPA63	NDS1UNETOSPA63
305N070122122	USLXX	DDS1UNETOSPA64	NDS1UNETOSPA64
305N070122122	USLXX	DDS1UNETOSPA65	NDS1UNETOSPA65
305N070122122	USLXX	DDS1UNETOSPA66	NDS1UNETOSPA66
305N070122122	USLXX	DDS1UNETOSPA67	NDS1UNETOSPA67
305N070122122	USLXX	DDS1UNETOSPA68	NDS1UNETOSPA68
305N070122122	USLXX	DDS1UNETOSPA69	NDS1UNETOSPA69
305N070122122	USLXX	DDS1UNETOSPA70	NDS1UNETOSPA70
305N070122122	USLXX	DDS1UNETOSPA71	NDS1UNETOSPA71
305N070122122	USLXX	DDS1UNETOSPA72	NDS1UNETOSPA72
305N070122122	USLXX	DDS1UNETOSPA73	NDS1UNETOSPA73
305N070122122	USLXX	DDS1UNETOSPA74	NDS1UNETOSPA74
305N070122122	USLXX	DDS1UNETOSPA75	NDS1UNETOSPA75
305N070122122	USLXX	DDS1UNETOSPA76	NDS1UNETOSPA76
305N070122122	USLXX	DDS1UNETOSPA77	NDS1UNETOSPA77
305N070122122	USLXX	DDS1UNETOSPA78	NDS1UNETOSPA78
305N070122122	USLXX	DDS1UNETOSPA79	NDS1UNETOSPA79
305N070122122	USLXX	DDS1UNETOSPA80	NDS1UNETOSPA80
305N070122122	USLXX	DDS1UNETOSPA81	NDS1UNETOSPA81
305N070122122	USLXX	DDS1UNETOSPA82	NDS1UNETOSPA82
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954N220033033	USLXX	DDS1UNETOSPA90	NDS1UNETOSPA90
954N220033033	USLXX	DDS1UNETOSPA91	NDS1UNETOSPA91
954N220033033	USLXX	DDS1UNETOSPA92	NDS1UNETOSPA92
954N220033033	USLXX	DDS1UNETOSPA93	NDS1UNETOSPA93

954N220033033	USLXX	DDS1UNETOSPA94	NDS1UNETOSPA94
954N220033033	USLXX	DDS1UNETOSPA95	NDS1UNETOSPA95
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954N220033033	USLXX	DDS1UNETOSPA98	NDS1UNETOSPA98
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954N220033033	USLXX	DDS1UNETOSPA100	NDS1UNETOSPA100
954N220033033	USLXX	DDS1UNETOSPA101	NDS1UNETOSPA101
954N220033033	USLXX	DDS1UNETOSPA102	NDS1UNETOSPA102
954N220033033	USLXX	DDS1UNETOSPA103	NDS1UNETOSPA103
904N070084084	USLXX	DDS1UNETOSPA104	NDS1UNETOSPA104
904N070084084	USLXX	DDS1UNETOSPA105	NDS1UNETOSPA105
904N070084084	USLXX	DDS1UNETOSPA106	NDS1UNETOSPA106
904N070084084	USLXX	DDS1UNETOSPA107	NDS1UNETOSPA107
904N070084088	USLXX	DDS1UNETOSPA108	NDS1UNETOSPA108
904N070084084	USLXX	DDS1UNETOSPA109	NDS1UNETOSPA109
904N070084084	USLXX	DDS1UNETOSPA110	NDS1UNETOSPA110
904N070084084	USLXX	DDS1UNETOSPA111	NDS1UNETOSPA111
904N070084084	USLXX	DDS1UNETOSPA112	NDS1UNETOSPA112
904N070084084	USLXX	DDS1UNETOSPA113	NDS1UNETOSPA113
904N070084084	USLXX	DDS1UNETOSPA114	NDS1UNETOSPA114
904N070084084	USLXX	DDS1UNETOSPA115	NDS1UNETOSPA115
904N070084084	USLXX	DDS1UNETOSPA116	NDS1UNETOSPA116
904N070084084	USLXX	DDS1UNETOSPA117	NDS1UNETOSPA117
904N070084084	USLXX	DDS1UNETOSPA118	NDS1UNETOSPA118
904N070084084	USLXX	DDS1UNETOSPA119	NDS1UNETOSPA119
954N220033034	UE3PX	DDS3UNETOSPA1	NDS3UNETOSPA1
305N070122122	UE3PX	DDS3UNETOSPA2	NDS3UNETOSPA2
954N220033033	UE3PX	DDS3UNETOSPA3	NDS3UNETOSPA3
954N220033033	UE3PX	DDS3UNETOSPA4	NDS3UNETOSPA4
954N220033033	UE3PX	DDS3UNETOSPA5	NDS3UNETOSPA5
954N220033033	UE3PX	DDS3UNETOSPA6	NDS3UNETOSPA6
954N220033033	UE3PX	DDS3UNETOSPA7	NDS3UNETOSPA7
954N220033033	UE3PX	DDS3UNETOSPA8	NDS3UNETOSPA8
305N070122122	UE3PX	DDS3UNETOSPA9	NDS3UNETOSPA9
305N070122123	UE3PX	DDS3UNETOSPA10	NDS3UNETOSPA10









N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	HLWDFLHA	4/10/2006	1:00 AM	100%
N/A	HLWDFLHA	4/10/2006	1:00 AM	100%
N/A	HMSTFLHM	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLSH	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	PMBHFLTA	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLKE	4/10/2006	1:00 AM	100%
N/A	FTLDFLCY	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	FTLDFLPL	4/10/2006	1:00 AM	100%
N/A	FTLDFLSU	4/10/2006	1:00 AM	100%
N/A	HLWDFLMA	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	HLWDFLWH	4/10/2006	1:00 AM	100%
N/A	HLWDFLWH	4/10/2006	1:00 AM	100%
N/A	HLWDFLWH	4/10/2006	1:00 AM	100%
N/A	HLWDFLWH	4/10/2006	1:00 AM	100%
N/A	HMSTFLHM	4/10/2006	1:00 AM	100%
N/A	HMSTFLHM	4/10/2006	1:00 AM	100%
N/A	HMSTFLHM	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLDB	4/10/2006	1:00 AM	100%
N/A	MIAMFLME	4/10/2006	1:00 AM	100%
N/A	MIAMFLME	4/10/2006	1:00 AM	100%
N/A	MIAMFLSH	4/10/2006	1:00 AM	100%
N/A	NDADFLGG	4/10/2006	1:00 AM	100%
N/A	NDADFLLOL	4/10/2006	1:00 AM	100%
N/A	NDADFLLOL	4/10/2006	1:00 AM	100%
N/A	PRRNFLMA	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	HLWDFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLME	4/10/2006	1:00 AM	100%
N/A	NDADFLGG	4/10/2006	1:00 AM	100%

N/A	PMBHFLMA	4/10/2006	1:00 AM	100%
N/A	FTLDFLMR	4/10/2006	1:00 AM	100%
N/A	NDADFLAC	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLDB	4/10/2006	1:00 AM	100%
N/A	MIAMFLDB	4/10/2006	1:00 AM	100%
N/A	ORLDFLSA	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLCL	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLCL	4/10/2006	1:00 AM	100%
N/A	ORLDFLCL	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLSA	4/10/2006	1:00 AM	100%
N/A	ORLDFLSA	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	MIAMFLHL	4/10/2006	1:00 AM	100%
N/A	MIAMFLPL	4/10/2006	1:00 AM	100%
N/A	MIAMFLFL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAE	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BYBHFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLAP	4/10/2006	1:00 AM	100%



**quit**

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**DSL Internet Corporation dba DSLi**

**AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

Docket No. 080631-TP  
DSL<sub>i</sub> v. AT&T  
Exhibit EM-6, Page 2 of 3

**THIS (SERVICES) AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DSL Internet Corporation dba DSL<sub>i</sub> (CUSTOMER), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or CUSTOMER or both as a "Party" or "Parties."

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, CUSTOMER is a Competitive Local Exchange Carrier (CLEC) authorized to provide Telecommunications Services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, BellSouth desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (Act);

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and CUSTOMER agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be September 11, 2006. Future amendments for rate changes will be effective thirty (30) days after the date of the last signature executing the amendment.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

**1. Scope of this Agreement**

1.1 This Agreement sets forth the obligations of each Party with respect to BellSouth's provision of certain services, set forth herein, to CUSTOMER (Service(s)). BellSouth will make available to CUSTOMER the Services and CUSTOMER agrees to purchase BellSouth's Services as set forth herein.

1.2 Notwithstanding Section 18 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

**2. CLEC Certification**

2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide BellSouth in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or BellSouth may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

**Interconnection Agreement**

**Between**

**BellSouth Telecommunications, Inc.**

**and**

**DSL Internet Corporation dba DSL*i***

**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

Docket No. 080631-TP  
DSL<sub>i</sub> v. AT&T  
Exhibit EM-7, Page 2 of 7

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DSL Internet Corporation dba DSL<sub>i</sub> (DSL<sub>i</sub>), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DSL<sub>i</sub> or both as a "Party" or "Parties."

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, DSL<sub>i</sub> is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, pursuant to Sections 251 and 252 of the Act; DSL<sub>i</sub> wishes to purchase certain services from BellSouth; and

**WHEREAS**, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

**WHEREAS**, DSL<sub>i</sub> wishes to purchase and BellSouth wishes to provide other services as described in this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and DSL<sub>i</sub> agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

pursue any and all legal and/or equitable remedies, including any decision(s).

Docket No. 080631-TP DSLi v. AT&T Exhibit EM-7, Page 3 of 7
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**14 Indivisibility**

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

**15 Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

**16 Non-Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**17 Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**18 Assignments and Transfers**

18.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each

such time as DSLi is duly certified as a local exchange carrier in  
as otherwise required by a Commission.

Docket No. 080631-TP  
DSLi v. AT&T  
Exhibit EM-7, Page 4 of 7

24

**Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25

**Necessary Approvals**

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26

**Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

27

**Rates**

27.1

DSLi shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill DSLi for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to DSLi's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:



- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

27.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.3 To the extent DSLi requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

## **28 Rate True-Up**

28.1 This section applies to rates that are expressly subject to true-up.

28.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and DSLi specifically or upon all carriers generally, such as a generic cost proceeding.

## **29 Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

- i. in paper or CDROM form via the United States Postal Service;
- ii. in magnetic tape form via overnight delivery; or
- iii. via electronic transmission; or

Docket No. 080631-TP DSL v. AT&T Exhibit EM-7, Page 6 of 7
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(2) BellSouth has sent the subject bill(s) to DSLi, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

- 1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.
- 1.5.4.3 DSLi is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after DSLi's services have been Discontinued, DSLi pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of BellSouth's GSST, then BellSouth will reestablish service for DSLi.
- 1.5.5 Termination. If within seven (7) days after DSLi's service has been Discontinued and DSLi has failed to pay all past due charges as described above, then DSLi's service will be Terminated.

## 2. Billing Disputes

- 2.1 DSLi shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if DSLi is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by DSLi by such sixtieth (60<sup>th</sup>) day, DSLi must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth within twelve (12) months of the submission of such dispute. DSLi agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by DSLi and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows

the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by DSL<sub>i</sub> for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of DSL<sub>i</sub>, any credits and interest due to DSL<sub>i</sub> as a result thereof shall be applied to DSL<sub>i</sub>'s account by BellSouth upon resolution of the billing dispute.

### **3. Non-InterCompany Settlements**

- 3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- 3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.3 In association with message distribution service, BellSouth will provide DSL<sub>i</sub> with associated intercompany settlements reports as appropriate.
- 3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
- 3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by DSL<sub>i</sub> as a facilities based provider of local exchange Telecommunications Services.
- 3.5.2 BellSouth will receive the monthly NICS reports from Telcordia on behalf of DSL<sub>i</sub> and will distribute copies of these reports to DSL<sub>i</sub> on a monthly basis.
- 3.5.3 Through NICS, BellSouth will collect the revenue earned by DSL<sub>i</sub> within the BellSouth territory from another LEC also within the BellSouth territory where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DSL<sub>i</sub>. BellSouth will remit the revenue billed by DSL<sub>i</sub> within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by BellSouth and the

305N280044-0508bill

BILL PAGE 1/7 - SECTION 1/3  
305 N28 0044 044 07/15/08 16:11:29 ACCT  
CMND

BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
INVOICE NO N280044044-08149  
BILL DATE MAY 28, 2008  
ACNA DLJ PAGE 1

DSL INTERNET CORPORATION  
P.O. BOX 558350  
MIAMI FL 33255-8250

BILLING INQUIRIES CALL (800) 823-2455  
WEB ADDRESS: wholesale.att.com

FOR TELCO USE:  
ICSC OFC 5804

AT&T FACILITY ACCESS SERVICE

\*\*\* BALANCE DUE INFORMATION \*\*\*

TOTAL AMOUNT OF LAST BILL 7,890.27  
BILL PAGE 1/7 - SECTION 2/3  
305 N28 0044 044 07/15/08 16:12:36 ACCT  
CMND  
BDT 05/28/08 INV 08149

PAYMENTS APPLIED - SEE DETAIL 3,561.29CR  
TOTAL BALANCE DUE - SEE DETAIL 4,328.98

\*\*\* DETAIL OF CURRENT CHARGES \*\*\*

TOTAL - FLORIDA - 5191  
MONTHLY ACCESS CHARGES  
FROM MAY 28 THRU JUN 27 2,884.49  
INTERSTATE 1,530.90  
INTRASTATE 1,353.59  
OTHER CHARGES AND CREDITS - SEE DETAIL 188,820.59  
INTERSTATE 188,820.59  
TOTAL CURRENT CHARGES \* DUE BY JUN 27 \* 191,705.08

BILL PAGE 1/7 - SECTION 3/3  
305 N28 0044 044 07/15/08 16:12:40 ACCT  
CMND

BDT 05/28/08 INV 08149

TOTAL AMOUNT DUE 196,034.06

305N280044-0508b111

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-8, Page 2 of 6

BILL PAGE 2/7 - SECTION 1/2  
305 N28 0044 044 07/15/08 16:12:43 ACCT  
CMND  
BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
INVOICE NO N280044044-08149  
BILL DATE MAY 28, 2008  
ACNA DLJ PAGE 2

\* \* \* SUMMARY OF ACCESS CHARGES \* \* \*

TOTAL - FLORIDA - 5191

MONTHLY ACCESS CHARGES  
FROM MAY 28 THRU JUN 27

SPECIAL ACCESS

INTERSTATE 1,530.90  
INTRASTATE 0.00  
LOCAL 0.00

INTERCONNECTION TRUNKING ENTRANCE FACILITY

INTERSTATE 0.00  
INTRASTATE 1,353.59  
LOCAL 0.00

BILL PAGE 2/7 - SECTION 2/2  
305 N28 0044 044 07/15/08 16:12:46 ACCT  
CMND

BDT 05/28/08 INV 08149

OTHER CHARGES AND CREDITS - SEE DETAIL

SPECIAL ACCESS

INTERSTATE 188,820.59  
INTRASTATE 0.00  
NON JURISDICTIONAL 0.00  
LOCAL 0.00

BILL PAGE 3/7 - SECTION 1/3  
305 N28 0044 044 07/15/08 16:12:49 ACCT  
CMND

BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
INVOICE NO N280044044-08149

305N280044-0508bill

BILL DATE  
 ACNA DLJ

MAY 28, 2008  
 PAGE 3

\* \* \* DETAIL OF PAYMENTS APPLIED \* \* \*

INVOICE NO N280044044-08088  
 MAY 05 08 PAYMENT APPLIED 3,561.29CR  
 -----  
 TOTAL PAYMENTS APPLIED . . . . . 3,561.29CR

\* \* \* DETAIL OF BALANCE DUE \* \* \*

BILL PAGE 3/7 - SECTION 2/3  
 305 N28 0044 044 07/15/08 16:12:52 ACCT  
 CMND

BDT 05/28/08 INV 08149  
 INVOICE NO N280044044-08059

PREVIOUS BALANCE 1,444.49  
 -----  
 BALANCE DUE . . . . . 1,444.49

INVOICE NO N280044044-08088

PREVIOUS BALANCE 3,561.29  
 PAYMENTS APPLIED 3,561.29CR  
 -----  
 BALANCE DUE . . . . . 0.00

INVOICE NO N280044044-08119

PREVIOUS BALANCE 2,884.49  
 -----  
 BALANCE DUE . . . . . 2,884.49

TOTAL BALANCE DUE . . . . . 4,328.98

BILL PAGE 3/7 - SECTION 3/3  
 305 N28 0044 044 07/15/08 16:12:55 ACCT  
 CMND

BDT 05/28/08 INV 08149

305N280044-0508b111

BILL PAGE 4/7 - SECTION 1/2  
 305 N28 0044 044 07/15/08 16:12:59 ACCT  
 CMND  
 BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
 INVOICE NO N280044044-08149  
 BILL DATE MAY 28, 2008  
 ACNA DLJ PAGE 4

\*\*\* DETAIL OF OTHER CHARGES AND CREDITS \*\*\*  
 BIP

				AMOUNT
APR 01 08	SO Z2BB15755939			PIU NA
	ECTUTRRORTRUP: TRRO UNE TO SPECIAL			
	ACCESS RATE TRUE-UP			
	INTERSTATE - FL - EC 5191			188,820.59
	NET EFFECT OF SO Z2BB15755939			
	PER MONTH	FRACTIONAL	ONE-TIME	BILLED AMOUNT
	TOTAL - FL - EC 5191			188,820.59
	0.00	0.00	188,820.59	
TOTAL OTHER CHARGES AND CREDITS				
BILL PAGE 4/7 - SECTION 2/2				
305 N28 0044 044 07/15/08 16:13:02 ACCT				
CMND				
BDT 05/28/08 INV 08149				
TOTAL - FL - EC 5191 . . . . .				188,820.59

BILL PAGE 5/7 - SECTION 1/3  
 305 N28 0044 044 07/15/08 16:13:05 ACCT  
 CMND  
 BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
 INVOICE NO N280044044-08149  
 BILL DATE MAY 28, 2008  
 ACNA DLJ PAGE 5

\*\*\* FACILITY ACCESS CIRCUIT LISTING \*\*\*  
 THE FOLLOWING CIRCUITS ARE INCLUDED IN THE MONTHLY ACCESS CHARGES  
 Page 4

305N280044-0508bill

CIRCUIT IDENTIFICATION INTERSTATE INTRASTATE LOCAL MPB

NON HIGH CAPACITY

CLS 60.KRGN.750268..SB  
 CKR UNKNOWN  
 TERM PLAN  
 FL - 5191 1,440.00

HIGH CAPACITY  
 ASG 0000000000

CLS 60.HFGS.753987..SB  
 BILL PAGE 5/7 - SECTION 2/3  
 305 N28 0044 044 07/15/08 16:13:08 ACCT  
 CMND

BDT 05/28/08 INV 08149  
 CFA 30085 T3TIE 1 MIAMFLGR MIAMFLGRWA7  
 CKR UNKNOWN  
 FL - 5191 90.90

ASG 000900  
 CLM 0001 DF-4DAJ786 MIAMFLGRX5Y M- NDADFLGG03T  
 LTP FF  
 CFA 425 T1ZF 2 MIAMFLGRK01 MIAMFLGRX5Y  
 CKR UNKNOWN 85.77  
 FL - 5191

CLM 0001 DF-4DAJ954 MIAMFLGRX5Y M- NDADFLGG03T  
 LTP FF  
 CFA 425 T1ZF 9 MIAMFLGRK01 MIAMFLGRX5Y  
 CKR UNKNOWN 85.77  
 FL - 5191

CLM 0001 DF-4TDJCM4305 MIAMFLGRX5Y M- NDADFLGG03T  
 LTP FF  
 CFA 425 T1ZF 6 MIAMFLGRK01 MIAMFLGRX5Y  
 CKR UNKNOWN 85.77  
 FL - 5191

BILL PAGE 6/7 - SECTION 1/2  
 305 N28 0044 044 07/15/08 16:13:12 ACCT  
 CMND

BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
 INVOICE NO N280044044-08149  
 BILL DATE MAY 28,2008  
 ACNA DLJ PAGE 6

\*\*\* FACILITY ACCESS CIRCUIT LISTING \*\*\*

THE FOLLOWING CIRCUITS ARE INCLUDED IN THE MONTHLY ACCESS CHARGES  
 CIRCUIT IDENTIFICATION INTERSTATE INTRASTATE LOCAL MPB

CLM 0001 DF-SESJ786 MIAMFLGRX5Y M- MIAMFLBCDS0  
 LTP FF  
 CFA 425 T1ZF 3 MIAMFLGRK01 MIAMFLGRX5Y  
 CKR UNKNOWN 46.27  
 FL - 5191

CLM 0001 DF-SESJ954 MIAMFLGRX5Y M- FTLDLFRDSD0  
 LTP FF  
 CFA 425 T1ZF 11 MIAMFLGRK01 MIAMFLGRX5Y  
 CKR UNKNOWN 137.12  
 FL - 5191

BILL PAGE 6/7 - SECTION 2/2  
 305 N28 0044 044 07/15/08 16:13:16 ACCT  
 CMND



305N280044-0508b111

BDT 05/28/08 INV 08149

ASG 007005  
 CLF 425 T1ZF MIAMFLGRK01 MIAMFLGRX5Y  
 LTP LF  
 CFA 6981 T3Z 2 MIAMFLGRK33 MIAMFLGRWAP  
 CKR UNKNOWN  
 FL - 5191 410.68

TOTAL FACILITY ACCESS CHARGES		
TOTAL - FL - EC 5191 . . . . .		2,884.49
INTERSTATE	1,530.90	
INTRASTATE	1,353.59	
LOCAL	0.00	
TOTAL FACILITY ACCESS CIRCUITS . . . . .		11

BILL PAGE 7/7 - SECTION 1/1  
 305 N28 0044 044 07/15/08 16:13:22 ACCT  
 CMND  
 BDT 05/28/08 INV 08149

BILL NO 305 N28-0044 044  
 INVOICE NO N280044044-08149  
 BILL DATE MAY 28,2008  
 ACNA DL3 LAST PAGE 7

PAGE	REFERENCE NO	PAGE	REFERENCE NO	PAGE	REFERENCE NO
1	BILL FACE PAGE				
4	OC-AND-C PAGE				
5	CKT PAGE				

# BellSouth Interconnection Billing Adjustment Request Form (BAR) RF1461

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-9, Page 1 of 2

<b>Carrier Dispute Section:</b>					
1. * Date (yyyy-mm-dd): <b>2008-07-17</b>		2. * New Dispute <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. * Carrier Claim/Audit Number: Carrier Name: <b>DSL Internet Corporation</b>	
4. * Select Service Type. Click Here To Select Dispute Service Type <b>UNE To Special Access Conversion</b>					
5. * Carrier (IXC) ACNA/CLEC/OCN: <b>DLS</b>			6. * BAN / Q Account / PSP Account / BTN: <b>305N280044</b>		
7. * End User / Earning Telephone Number (per Billing Account):			8. * BellSouth Circuit number(s) (if Applicable):		
9. * Amount Disputed: <b>\$ 188,820.59</b>		10. <input type="checkbox"/> Recurring Charges	11. <input type="checkbox"/> Non-Recurring Charges	12. * Bill Dates/Invoice Dates: <b>or 2008-05-28</b> From: & To: Dates (YYYY-MM-DD)	
13. Amount Withheld from Bill:			14. * # BAN Number(s)/Q Account(s) Short Paid:		
15. * Reason Amount Is In Question (Tariff or Contract Reference as appropriate): (Continue on second page if needed) <b>Have no detail for the amount in dispute. Don't know where this amount billed comes from. Have not received the bill to where to go look for the detail.</b>					
Click Here To Choose Late Payment Charge Type					
<input type="checkbox"/> Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears: Additional Information (i.e. page number(s), item number(s) on bill etc.)					
<input type="checkbox"/> Click here to indicate a Spreadsheet is attached listing dispute details. Note: Required for Mass Disputes.					
<b>Select Mass Dispute Type: Click Here To Select Mass Dispute Type</b>					
This type of dispute must be submitted via the dispute templates found on the following URL. <a href="http://www.interconnection.bellsouth.com/forms/html/billing&amp;collections.htm">http://www.interconnection.bellsouth.com/forms/html/billing&amp;collections.htm</a>					
(Note: Only one dispute type may be submitted per Audit Number on the BAR RF1461 Form.)					
<b>Disputing Carrier Contact Section:</b>					
16. Name: <b>Edward A. Melonzo, MBA</b> 17. e-mail: <b>e.melonzo@dsl.net</b>					
18. Telephone #: <b>305-779-5752</b> 19. (Area Code) Fax #: <b>305-779-4329</b>					
20. Address: <b>815 NW 57th AV, Suite 300 Miami, FL 33126</b>					
<b>BellSouth Dispute Receipt Acknowledgement Section:</b>					
21. Date (yyyy-mm-dd)		22. BellSouth Audit # or BDATS Log #:		23. Contact Number: 800 823-2455 Contact Name:	
<b>Dispute Rejection Section:</b>					
<input type="checkbox"/> Dispute Rejected See Field # 33 For Explanation:					
<b>Billing Adjustment Response Section:</b>					
24. \$ Amount Disputed:		25. \$ Credit:	26. \$ Debit	27. \$ Denied:	28. \$ Additional Credit:
29. \$ Additional Debit:					
30. \$ Net Credit / Debit:			31. Invoice or Bill Adjustment will appear: Bill Section Adjustment will appear: Click To Select Bill Section		
32. BAN Number(s)/Q Account(s)/Earning Number(s)/Credit/Debit Applied To:					
33. Explanation - (Continue on second page if needed):					
34. Service Rep Name:			36. Fax #:		
35. Telephone #:			37. Date: (yyyy-mm-dd):		
38. BellSouth considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. <b>"All UN-Disputed Monies Are Now Due."</b>					

Indicates this is a required field see list of field descriptions.

07/16/08

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Private/Proprietary Contains Private and / or Proprietary Information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.  
DLK (Rev 06-14-2003) Version 19B (Added Wireless information to form.)

**BellSouth Interconnection  
Billing Adjustment Request Form (BAR) RF148**

This form may be found at: <http://www.interconnection.bellsouth.com/forms/html/billing>

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-9, Page 2 of 2

## Additional Explanation & Notes Page

### Carrier Additional Notes Section:

Carrier Dispute Section - Continued - (Additional Dispute Notes)
15. * Reason Amount Is In Question ( <i>Tariff or Contract Reference as appropriate</i> ): (Additional Notes)

### BellSouth Additional Notes Section:

Billing Adjustment Response Section - Continued - (Additional Rejection/Resolution Explanation Notes)
33. Explanation:

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-10, Page 1 of 40

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**From:** Stinnett, Nolan [ns7727@att.com]  
**Sent:** Wednesday, August 20, 2008 1:56 PM  
**To:** emaldonado@dsl.net  
**Cc:** Killian, Allison  
**Subject:** Dispute Claim DLJOCC20080717  
**Attachments:** DLJ UNE TO SPA TRUEUP.xls

Eduardo,

I received and worked dispute claim DLJOCC20080717 for the amount of \$188,820.59 for OCC charges that relates to backbilling for UNE to Special Access Rate True-up and you will be getting a resolution on the dispute. I have attached to this email a copy of the details for this billing. If any questions please email my manager Allison Killian (copied on this) and/or myself. Thanks.

Nolan Stinnett  
Service Representative  
AT&T Wholesale Customer Care-Southeast  
Birmingham, Alabama  
ns7727@att.com  
1-800-823-2455 6+7744  
Fax 205 321-3139

<<DLJ UNE TO SPA TRUEUP.xls>>

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SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	12/22/2005	1/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	1/22/2006	2/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	2/22/2006	3/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	1/22/2006	2/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	1/22/2006	2/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	2/22/2006	3/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	2/22/2006	3/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	3/22/2006	4/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	4/22/2006	5/21/2006	22 FL	DLJ
SE NEW COF DB 2008	2Q08	Loop	DSL INTERNET	6/22/2006	7/21/2006	22 FL	DLJ

Docket No. 080631-TP DSL v. AT&T Exhibit EM-10, Page 14 of 40
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CLASS_OF_	USOC	CIRCUIT_NO	Qty	Mileage	Rev	FROM_DATE	THRU_DATE	OCC	Rev	ACCESS	Access Rate	ACCESS
U1TD1	1L5XX	60.HCFS.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1		0				\$88.44	\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1		0				\$88.44	\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1		40				\$154.80	\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1		4				\$15.48	\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1		40				\$154.80	\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
UNC1X	1L5XX	60.HCFU.885	1		7				\$1.29	\$16.00	\$0.00	XDH1X
UNC1X	U1TF1	60.HCFU.885	1		0				\$88.44	\$75.00	\$0.00	XDH1X
UNC1X	USLXX	60.HCFU.885	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.500	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1		0				\$70.74	\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5					\$32.76	\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1		0				\$386.88	\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1		0				\$88.44	\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1		0				\$88.44	\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1		40				\$154.80	\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1		4				\$15.48	\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1		40				\$154.80	\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1		0				\$1,071.00	\$1,270.00	\$0.00	HFQC6
UNC1X	1L5XX	60.HCFU.885	1		7				\$1.29	\$16.00	\$0.00	XDH1X
UNC1X	U1TF1	60.HCFU.885	1		0				\$88.44	\$75.00	\$0.00	XDH1X
UNC1X	USLXX	60.HCFU.885	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.500	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1		0				\$70.74	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1		0				\$70.74	\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5					\$32.76	\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1		0				\$386.88	\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1		40				\$7.42	\$16.00	\$0.00	XDH1X

U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44					
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
UNC1X	1L5XX	60.HCFU.885	1	7	\$1.29		\$16.00	\$0.00	XDH1X	
UNC1X	U1TF1	60.HCFU.885	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
UNC1X	USLXX	60.HCFU.885	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.500	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.501	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.501	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.501	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.502	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.508	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.508	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.877	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.884	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.885	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.888	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.889	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76		\$220.00	\$0.00	HFQC6	
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88		\$1,840.00	\$0.00	HFQC6	
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42		\$16.00	\$0.00	XDH1X	
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42		\$16.00	\$0.00	XDH1X	
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	
UNC1X	1L5XX	60.HCFU.885	1	7	\$1.29		\$16.00	\$0.00	XDH1X	
UNC1X	U1TF1	60.HCFU.885	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
UNC1X	USLXX	60.HCFU.885	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.500	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.501	1	0	\$70.74	5/25/2006	\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.501	1	0	\$70.74	6/21/2006	(\$63.67)	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.502	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.503	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.505	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.508	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.508	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.877	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.884	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.885	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.888	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
USL	USLXX	60.HCFU.889	1	0	\$70.74		\$168.00	\$0.00	XDH1X	
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76		\$220.00	\$0.00	HFQC6	
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88		\$1,840.00	\$0.00	HFQC6	
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42		\$16.00	\$0.00	XDH1X	
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42		\$16.00	\$0.00	XDH1X	
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44		\$75.00	\$0.00	XDH1X	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48		\$95.00	\$0.00	HFQC6	
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80		\$95.00	\$0.00	HFQC6	
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00		\$1,270.00	\$0.00	HFQC6	

U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00						
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00						
UNC1X	1L5XX	60.HCFU.885	1	7	\$1.29				\$1,270.00	\$0.00	HFQC6
UNC1X	U1TF1	60.HCFU.885	1	0	\$88.44				\$16.00	\$0.00	XDH1X
UNC1X	USLXX	60.HCFU.885	1	0	\$70.74				\$75.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.500	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1	0	\$70.74				\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76				\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88				\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
UNC1X	1L5XX	60.HCFU.885	1	7	\$1.29	8/7/2006	8/21/2006	(\$0.60)	\$16.00	\$0.00	XDH1X
UNC1X	U1TF1	60.HCFU.885	1	0	\$88.44	8/7/2006	8/21/2006	(\$41.27)	\$75.00	\$0.00	XDH1X
UNC1X	USLXX	60.HCFU.885	1	0	\$70.74	8/7/2006	8/21/2006	(\$33.01)	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.500	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1	0	\$70.74				\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76				\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88				\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
USL	USLXX	60.HCFU.500	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X

USL	USLXX	60.HCFU.503	1	0	\$70.74						
USL	USLXX	60.HCFU.505	1	0	\$70.74						
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74	9/5/2006	9/21/2006	(\$37.73)	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1	0	\$70.74				\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76				\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88				\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
USL	USLXX	60.HCFU.500	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74	10/3/2006	10/21/2006	(\$42.44)	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1	0	\$70.74				\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76				\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88				\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42				\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFU.825	1	0	\$88.44				\$75.00	\$0.00	XDH1X
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	4	\$15.48				\$95.00	\$0.00	HFQC6
U1TD3	1L5XX	60.HFFU.755	1	40	\$154.80				\$95.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
U1TD3	U1TF3	60.HFFU.755	1	0	\$1,071.00				\$1,270.00	\$0.00	HFQC6
USL	USLXX	60.HCFU.500	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.501	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.502	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74	11/3/2006	11/21/2006	(\$42.44)	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.503	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.505	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.508	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.877	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.884	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.885	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.888	1	0	\$70.74				\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.889	1	0	\$70.74				\$168.00	\$0.00	XDH1X
UNC3X	1L5ND	60.HFFU.755	1	11.5	\$32.76				\$220.00	\$0.00	HFQC6
UNC3X	UE3PX	60.HFFU.755	1	0	\$386.88				\$1,840.00	\$0.00	HFQC6
U1TD1	1L5XX	60.HCFS.825	1	40	\$7.42	12/11/2006	12/21/2006	(\$2.47)	\$16.00	\$0.00	XDH1X
U1TD1	1L5XX	60.HCFU.825	1	40	\$7.42	12/11/2006	12/21/2006	(\$2.47)	\$16.00	\$0.00	XDH1X
U1TD1	U1TF1	60.HCFS.825	1	0	\$88.44	12/11/2006	12/21/2006	(\$29.48)	\$75.00	\$0.00	XDH1X

















USL	USLXX	60.HCFU.521	1	0	\$70.74							
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.913	1	0	\$70.74	2/27/2007	3/21/2007	(\$51.87)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74	5/23/2007	6/21/2007	(\$68.38)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74	6/12/2007	6/21/2007	(\$21.22)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74					\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0	\$70.74	11/9/2007	11/21/2007	(\$28.30)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74	11/9/2007	11/21/2007	(\$28.30)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0	\$70.74	11/9/2007	11/21/2007	(\$28.30)		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.513	1	0		4/12/2005	4/21/2005	\$21.22		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.520	1	0		3/23/2006	4/21/2006	\$68.38		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.520	1	0		3/23/2006	4/21/2006	\$68.38		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.520	1	0		4/10/2006	4/21/2006	\$25.94		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0		4/27/2006	5/21/2006	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.521	1	0		6/6/2006	6/21/2006	\$35.37		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0		6/8/2006	6/21/2006	\$30.65		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0		7/12/2006	7/21/2006	\$21.22		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0		7/12/2006	7/21/2006	\$21.22		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.522	1	0		8/10/2006	8/21/2006	\$25.94		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.524	1	0		8/15/2006	8/21/2006	\$14.15		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/27/2005	5/21/2005	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/27/2005	5/21/2005	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/27/2005	5/21/2005	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/27/2005	5/21/2005	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/25/2005	5/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/25/2005	5/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/22/2005	5/21/2005	\$68.38		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/25/2005	5/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/29/2005	5/21/2005	\$51.87		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/25/2005	5/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		4/25/2005	5/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.891	1	0		5/4/2005	5/21/2005	\$40.09		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.893	1	0		5/20/2005	5/21/2005	\$2.36		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.893	1	0		5/26/2005	6/21/2005	\$61.31		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.894	1	0		6/6/2005	6/21/2005	\$35.37		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.894	1	0		6/6/2005	6/21/2005	\$35.37		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.894	1	0		6/17/2005	6/21/2005	\$9.43		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.895	1	0		6/27/2005	7/21/2005	\$56.59		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.895	1	0		6/23/2005	7/21/2005	\$66.02		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.895	1	0		7/1/2005	7/21/2005	\$47.16		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.896	1	0		7/6/2005	7/21/2005	\$35.37		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.896	1	0		7/22/2005	8/21/2005	\$70.74		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.897	1	0		8/1/2005	8/21/2005	\$47.16		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.898	1	0		8/24/2005	9/21/2005	\$66.02		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.902	1	0		11/10/2005	11/21/2005	\$25.94		\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.903	1	0		12/9/2005	12/21/2005	\$28.30		\$168.00	\$0.00	XDH1X

USL	USLXX	60.HCFU.903	1	0	12/9/2005	12/21/2005	\$28.30	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.904	1	0	1/10/2006	1/21/2006	\$25.94	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.905	1	0	1/25/2006	2/21/2006	\$63.67	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.905	1	0	1/5/2006	1/21/2006	\$37.73	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.905	1	0	1/11/2006	1/21/2006	\$23.58	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.905	1	0	1/19/2006	1/21/2006	\$4.72	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.906	1	0	2/2/2006	2/21/2006	\$44.80	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.907	1	0	2/17/2006	2/21/2006	\$9.43	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.908	1	0	3/13/2006	3/21/2006	\$18.87	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.910	1	0	4/13/2006	4/21/2006	\$18.87	\$168.00	\$0.00	XDH1X
USL	USLXX	60.HCFU.913	1	0	6/5/2006	6/21/2006	\$37.73	\$168.00	\$0.00	XDH1X

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ACCESS	UCC Day	Effective	Pro-rate	Pro-rate	MRC New	MRC New	MRC Adj	UCC Adj	Net	Unimpaired	Net/Net
											\$ 24,235.95
1L5XX-Mile	1	3/11/2006	11	36.67%	\$640.00	\$0.00	\$231.95	\$0.00	\$231.95	Trans	\$231.95
1L5XX-Mile	1	3/11/2006	11	36.67%	\$640.00	\$0.00	\$231.95	\$0.00	\$231.95	Trans	\$231.95
1L5XX-Fixed	1	3/11/2006	11	36.67%	\$75.00	\$0.00	(\$4.93)	\$0.00	(\$4.93)	Trans	(\$4.93)
1L5XX-Fixed	1	3/11/2006	11	36.67%	\$75.00	\$0.00	(\$4.93)	\$0.00	(\$4.93)	Trans	(\$4.93)
1LPE8	1	3/11/2006	11	36.67%	\$3,800.00	\$0.00	\$1,336.57	\$0.00	\$1,336.57	Trans	\$1,336.57
1LPE8	1	3/11/2006	11	36.67%	\$380.00	\$0.00	\$133.66	\$0.00	\$133.66	Trans	\$133.66
1LPE8	1	3/11/2006	11	36.67%	\$3,800.00	\$0.00	\$1,336.57	\$0.00	\$1,336.57	Trans	\$1,336.57
1LPS8	1	3/11/2006	11	36.67%	\$1,270.00	\$0.00	\$72.97	\$0.00	\$72.97	Trans	\$72.97
1LPS8	1	3/11/2006	11	36.67%	\$1,270.00	\$0.00	\$72.97	\$0.00	\$72.97	Trans	\$72.97
1LPS8	1	3/11/2006	11	36.67%	\$1,270.00	\$0.00	\$72.97	\$0.00	\$72.97	Trans	\$72.97
1L5XX-Mile	1	3/11/2006	11	36.67%	\$112.00	\$0.00	\$40.59	\$0.00	\$40.59	Loop & Trans	\$40.59
1L5XX-Fixed	1	3/11/2006	11	36.67%	\$75.00	\$0.00	(\$4.93)	\$0.00	(\$4.93)	Loop & Trans	(\$4.93)
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop & Trans	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
TMECS	1	3/11/2006	11	36.67%	\$168.00	\$0.00	\$35.66	\$0.00	\$35.66	Loop	\$35.66
1LPEA	1	3/11/2006	26	86.67%	\$2,530.00	\$0.00	\$2,164.27	\$0.00	\$2,164.27	Loop	\$2,164.27
HFSC6	1	3/11/2006	26	86.67%	\$1,840.00	\$0.00	\$1,259.37	\$0.00	\$1,259.37	Loop	\$1,259.37
1L5XX-Mile	1	3/11/2006	41	100.00%	\$640.00	\$0.00	\$632.58	\$0.00	\$632.58	Trans	\$632.58
1L5XX-Mile	1	3/11/2006	41	100.00%	\$640.00	\$0.00	\$632.58	\$0.00	\$632.58	Trans	\$632.58
1L5XX-Fixed	1	3/11/2006	41	100.00%	\$75.00	\$0.00	(\$13.44)	\$0.00	(\$13.44)	Trans	(\$13.44)
1L5XX-Fixed	1	3/11/2006	41	100.00%	\$75.00	\$0.00	(\$13.44)	\$0.00	(\$13.44)	Trans	(\$13.44)
1LPE8	1	3/11/2006	41	100.00%	\$3,800.00	\$0.00	\$3,645.20	\$0.00	\$3,645.20	Trans	\$3,645.20
1LPE8	1	3/11/2006	41	100.00%	\$380.00	\$0.00	\$364.52	\$0.00	\$364.52	Trans	\$364.52
1LPE8	1	3/11/2006	41	100.00%	\$3,800.00	\$0.00	\$3,645.20	\$0.00	\$3,645.20	Trans	\$3,645.20
1LPS8	1	3/11/2006	41	100.00%	\$1,270.00	\$0.00	\$199.00	\$0.00	\$199.00	Trans	\$199.00
1LPS8	1	3/11/2006	41	100.00%	\$1,270.00	\$0.00	\$199.00	\$0.00	\$199.00	Trans	\$199.00
1LPS8	1	3/11/2006	41	100.00%	\$1,270.00	\$0.00	\$199.00	\$0.00	\$199.00	Trans	\$199.00
1L5XX-Mile	1	3/11/2006	41	100.00%	\$112.00	\$0.00	\$110.71	\$0.00	\$110.71	Loop & Trans	\$110.71
1L5XX-Fixed	1	3/11/2006	41	100.00%	\$75.00	\$0.00	(\$13.44)	\$0.00	(\$13.44)	Loop & Trans	(\$13.44)
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop & Trans	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
TMECS	1	3/11/2006	41	100.00%	\$168.00	\$0.00	\$97.26	\$0.00	\$97.26	Loop	\$97.26
1LPEA	1	3/11/2006	56	100.00%	\$2,530.00	\$0.00	\$2,497.24	\$0.00	\$2,497.24	Loop	\$2,497.24
HFSC6	1	3/11/2006	56	100.00%	\$1,840.00	\$0.00	\$1,453.12	\$0.00	\$1,453.12	Loop	\$1,453.12
1L5XX-Mile	1	3/11/2006	71	100.00%	\$640.00	\$0.00	\$632.58	\$0.00	\$632.58	Trans	\$632.58
1L5XX-Mile	1	3/11/2006	71	100.00%	\$640.00	\$0.00	\$632.58	\$0.00	\$632.58	Trans	\$632.58



























TMECS	13	3/11/2005	311	100.00%	\$168.00	\$0.00	\$0.00	\$44.50		
TMECS	12	3/11/2005	341	100.00%	\$168.00	\$0.00	\$0.00	\$41.26	\$41.26	Loop \$41.26
TMECS	27	3/11/2005	371	100.00%	\$168.00	\$0.00	\$0.00	\$87.53	\$87.53	Loop \$87.53
TMECS	17	3/11/2005	341	100.00%	\$168.00	\$0.00	\$0.00	\$57.47	\$57.47	Loop \$57.47
TMECS	11	3/11/2005	341	100.00%	\$168.00	\$0.00	\$0.00	\$38.02	\$38.02	Loop \$38.02
TMECS	3	3/11/2005	341	100.00%	\$168.00	\$0.00	\$0.00	\$12.08	\$12.08	Loop \$12.08
TMECS	20	3/11/2005	371	100.00%	\$168.00	\$0.00	\$0.00	\$67.20	\$67.20	Loop \$67.20
TMECS	5	3/11/2005	371	100.00%	\$168.00	\$0.00	\$0.00	\$18.57	\$18.57	Loop \$18.57
TMECS	9	3/11/2005	401	100.00%	\$168.00	\$0.00	\$0.00	\$31.53	\$31.53	Loop \$31.53
TMECS	9	3/11/2005	431	100.00%	\$168.00	\$0.00	\$0.00	\$31.53	\$31.53	Loop \$31.53
TMECS	17	3/11/2005	491	100.00%	\$168.00	\$0.00	\$0.00	\$57.47	\$57.47	Loop \$57.47
188820.54										

# AT&T Wholesale Customer Care Billing Adjustment Request Form (BAR) RF14

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-11, Page 1 of 2

<b>Carrier Dispute Section:</b>					
1. * Date (yyyy-mm-dd): <u>2008-09-25</u>		2. * New Dispute <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. * Carrier Claim/Audit Number: Carrier Name: <u>DSL Internet Corporation</u>	
4. * Select Service Type: Click Here To Select Dispute Service Type <u>UNE to Special Access Connection</u>					
5. * Carrier (IXC) ACNA/CLEC/OCN: <u>DLO</u>			6. * BAN / Q Account / PSP Account / BTN: <u>305N260044</u>		
7. * End User / Earning Telephone Number (per Billing Account):			8. * Circuit number(s) (If Applicable):		
9. * Amount Disputed: <u>\$188,820.59</u>		10. <input checked="" type="checkbox"/> Recurring Charges	11. <input checked="" type="checkbox"/> NonRecurring Charges	12. * Bill Dates/Invoice Dates: From: & To: <u>or 2008-05-28</u> Dates (YYYY-MM-DD)	
13. Amount Withheld from Bill:			14. * # BAN Number(s)/Q Account(s) Short Paid:		
15. * Reason Amount is in Question (Tariff or Contract Reference as appropriate): (Continue on second page if needed)					
Click Here To Choose Late Payment Charge Type					
<input type="checkbox"/> Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears: Additional Information (i.e. page number(s), item number(s) on bill etc.)					
<input type="checkbox"/> Click here to indicate a Spreadsheet is attached listing dispute details. Note: Required for Mass Disputes. <b>Select Mass Dispute Type: Click Here To Select Mass Dispute Type</b> This type of dispute must be submitted via the dispute templates found on the following URL. <a href="http://www.interconnection.bellsouth.com/forms/html/billing&amp;collections.html">http://www.interconnection.bellsouth.com/forms/html/billing&amp;collections.html</a> (Note: Only one dispute type may be submitted per Audit Number on the BAR RF1461 Form.)					
<b>Disputing Carrier Contact Section:</b>					
16. Name: <u>Edward L. Pelton, III</u> 17. e-mail: <u>edward@dslinternet.com</u>					
18. Telephone #: <u>305-125-6792</u>			19. (Area Code) Fax #: <u>305-125-4329</u>		
20. Address: <u>815 NW 57th AV Suite 30 Miami, FL 33126</u>					
<b>AT&amp;T Dispute Receipt Acknowledgement Section:</b>					
21. Date (yyyy-mm-dd)		22. AT&T Audit # or BDATS Log #:		23. Contact Number: 800 823-2455 Contact Name:	
<b>Dispute Rejection Section:</b>					
<input type="checkbox"/> Dispute Rejected See Field # 33 For Explanation:					
<b>Billing Adjustment Response Section:</b>					
24. \$ Amount Disputed:	25. \$ Credit:	26. \$ Debit	27. \$ Denied:	28. \$ Additional Credit:	29. \$ Additional Debit:
30. \$ Net Credit / Debit:			31. Invoice or Bill Adjustment will appear Bill Section Adjustment will appear: Click To Select Bill Section		
32. BAN Number(s)/Q Account(s)/Earning Number(s)/Credit/Debit Applied To:					
33. Explanation - (Continue on second page if needed):					
34. Service Rep Name:			36. Fax #:		
35. Telephone #:			37. Date: (yyyy-mm-dd):		
38. AT&T considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. <u>"All UN-Disputed Monies Are Now Due."</u>					

Indicates this is a required field see list of field descriptions.

AT&T Wholesale Customer Care  
Billing Adjustment Request Form (BAR) RF146

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-11, Page 2 of 2

This form may be found at: <http://www.interconnection.bellsouth.com/forms/html/billing&>

## Additional Explanation & Notes Page

### Carrier Additional Notes Section:

Carrier Dispute Section - Continued - (Additional Dispute Notes)
15. * Reason Amount Is In Question ( <i>Tariff or Contract Reference as appropriate</i> ): (Additional Notes)

### AT&T Additional Notes Section:

Billing Adjustment Response Section - Continued - (Additional Rejection/Resolution Explanation Notes)
33. Explanation:

05/09/2007

**PROPRIETARY INFORMATION**

Not for use or disclosure outside the AT&T companies.  
Except under written agreement.

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29657, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1  
5TH REVISED PAGE 7-1  
CANCELS 4TH REVISED PAGE 7-1

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service

Docket No. 080631-TP  
DSL v. AT&T  
Exhibit EM-12, Page 1 of 14

7.1 General

Special Access (a.k.a. BellSouth SPA) service provides a transmission path to connect customer designated premises or a customer designated premises and a WATS serving office, either directly or through a Telephone Company Hub where bridging or channelization functions are performed. Special Access (a.k.a. BellSouth SPA) service includes all exchange access not utilizing Telephone Company end office switches. (T)

The connections provided by Special Access (a.k.a. BellSouth SPA) service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate. (T)

7.1.1 Channel Types

There are ten types of channels used to provide Special Access (a.k.a. BellSouth SPA) services. Each type has its own characteristics. All are subdivided by one or more of the following: (T)

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate),
- Spectrum

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements.

For purposes of ordering channels, each has been identified as a type of Special Access (a.k.a. BellSouth SPA) service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use. For example, if a customer's equipment is capable of transmitting voice over a channel that is identified as a Metallic (a.k.a. BellSouth SPA Metallic) service in this tariff, there is no restriction against doing so. (T)

Note 1: Telephone Company Centrex Type Services switches, Packet Switches included in Public Packet Switching Network (PPSN) service and Telephone Company Answering Service Concentrators are considered to be customer premises for purposes of administering regulations and rates contained in this tariff.

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
 5TH REVISED PAGE 7-145.0.6.1  
 CANCELS 4TH REVISED PAGE 7-145.0.6.1  
 EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 2 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES (Cont'd)

(A) Local Channel (Per Local Channel) (Cont'd)

(3) LightGate service (a.k.a. BellSouth Point to Point Network) Local Channel Systems (Cont'd) (Includes first one-half air mile)

(t) Local channel mileage rates (for all LightGate service a.k.a. BellSouth SPA Point to Point Network local channel systems)

Each Additional system one-half air mile

Zone 1	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$220.00	1LPEA	(R)
Florida	\$220.00	1LPEA	(R)
Georgia	\$220.00	1LPEA	(R)
Kentucky	\$220.00	1LPEA	(R)
Louisiana	\$220.00	1LPEA	(R)
Mississippi	\$220.00	1LPEA	(R)
North Carolina	\$220.00	1LPEA	(R)
South Carolina	\$220.00	1LPEA	(R)
Tennessee	\$220.00	1LPEA	(R)

Zone 2	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$220.00	1LPEA	(R)
Florida	\$220.00	1LPEA	(R)
Georgia	\$220.00	1LPEA	(R)
Kentucky	\$220.00	1LPEA	(R)
Louisiana	\$220.00	1LPEA	(R)
Mississippi	\$220.00	1LPEA	(R)
North Carolina	\$220.00	1LPEA	(R)
South Carolina	\$220.00	1LPEA	(R)
Tennessee	\$220.00	1LPEA	(R)

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
 7TH REVISED PAGE 7-145.0.6.2  
 CANCELS 6TH REVISED PAGE 7-145.0.6.2

EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 3 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Co

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES (Cont'd)

(A) Local Channel (Per Local Channel) (Cont'd)

(3) LightGate service (a.k.a. BellSouth Point to Point Network) Local Channel Systems (Cont'd) (Includes first one-half air mile)

(t) Local channel mileage rates (for all LightGate service a.k.a. BellSouth SPA Point to Point Network local channel systems)

Each Additional system one-half air mile (Cont'd)

Zone 3	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$220.00	1LPEA	(R)
Florida	\$220.00	1LPEA	(R)
Georgia	\$220.00	1LPEA	(R)
Kentucky	\$220.00	1LPEA	(R)
Louisiana	\$220.00	1LPEA	(R)
Mississippi	\$220.00	1LPEA	(R)
North Carolina	\$220.00	1LPEA	(R)
South Carolina	\$220.00	1LPEA	(R)
Tennessee	\$220.00	1LPEA	(R)

\*\*\*\*\*



BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1  
 7TH REVISED PAGE 7-145.0.12.1  
 CANCELS 6TH REVISED PAGE 7-145.0.12.1

EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 4 of 14

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES (Cont'd)

(A) Local Channel (Per Local Channel) (Cont'd)

(3) LightGate service (a.k.a. BellSouth SPA Point to Point Network) Local Channel Systems (Includes first one-half air mile) (Cont'd)

(ao) Local channel mileage rates (for all LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel systems

Each additional system one-half air mile

Zone 1

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	
<u>Per Month Rates</u>			

States

Alabama	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Florida	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Georgia	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Kentucky	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Louisiana	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Mississippi	\$131.75	\$114.75	\$97.75	1LPEA	(R)
North Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
South Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Tennessee	\$131.75	\$114.75	\$97.75	1LPEA	(R)

Zone 2

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	
<u>Per Month Rates</u>			

States

Alabama	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Florida	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Georgia	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Kentucky	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Louisiana	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Mississippi	\$131.75	\$114.75	\$97.75	1LPEA	(R)
North Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
South Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Tennessee	\$131.75	\$114.75	\$97.75	1LPEA	(R)

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: DECEMBER 17, 2003

TARIFF F.C.C. NO. 1  
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EFFECTIVE: JANUARY 1, 2004

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 5 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(2) 1.544 Mbps  
 - Per Mile (Cont'd)

Per Month Rates

<u>Zone 1</u>	<u>Month to Month</u>	<u>Plan A<sup>1</sup> 24 to 48 Months</u>	<u>Plan B<sup>1</sup> 49 to 72 Months</u>	<u>USOC</u>
Alabama	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Florida	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Georgia	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Kentucky	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Louisiana	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Mississippi	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
North Carolina	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
South Carolina	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Tennessee	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX

Per Month Rates

<u>Zone 2</u>	<u>Month to Month</u>	<u>Plan A<sup>1</sup> 24 to 48 Months</u>	<u>Plan B<sup>1</sup> 49 to 72 Months</u>	<u>USOC</u>
Alabama	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Florida	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Georgia	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Kentucky	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Louisiana	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Mississippi	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
North Carolina	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
South Carolina	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Tennessee	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX

Note 1: Channel Services Payment Plan and Area Commitment Plan Rates.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
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 CANCELS 4TH REVISED PAGE 7-147.0.1.2

EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel (Cont'd)

(a) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel System (1 DS3 Capacity) (Cont'd)

Mileage Band 0-8  
 Fixed, per System (Cont'd)

Zone 3	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$1270.00	1LPS8	(R)
Florida	\$1270.00	1LPS8	(R)
Georgia	\$1270.00	1LPS8	(R)
Kentucky	\$1270.00	1LPS8	(R)
Louisiana	\$1270.00	1LPS8	(R)
Mississippi	\$1270.00	1LPS8	(R)
North Carolina	\$1270.00	1LPS8	(R)
South Carolina	\$1270.00	1LPS8	(R)
Tennessee	\$1270.00	1LPS8	(R)

Mileage Band 0-8  
 Per Mile

Zone 1	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$ 95.00	1LPE8	(R)
Florida	\$ 95.00	1LPE8	(R)
Georgia	\$ 95.00	1LPE8	(R)
Kentucky	\$ 95.00	1LPE8	(R)
Louisiana	\$ 95.00	1LPE8	(R)
Mississippi	\$ 95.00	1LPE8	(R)
North Carolina	\$ 95.00	1LPE8	(R)
South Carolina	\$ 95.00	1LPE8	(R)
Tennessee	\$ 95.00	1LPE8	(R)

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
 5TH REVISED PAGE 7-147.0.1.3  
 CANCELS 4TH REVISED PAGE 7-147.0.1.3

EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 7 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel

(a) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel System (1 DS3 Capacity) (Cont'd)

Mileage Band 0-8  
 Fixed, per Mile (Cont'd)

Zone 2	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$ 95.00	1LPE8	(R)
Florida	\$ 95.00	1LPE8	(R)
Georgia	\$ 95.00	1LPE8	(R)
Kentucky	\$ 95.00	1LPE8	(R)
Louisiana	\$ 95.00	1LPE8	(R)
Mississippi	\$ 95.00	1LPE8	(R)
North Carolina	\$ 95.00	1LPE8	(R)
South Carolina	\$ 95.00	1LPE8	(R)
Tennessee	\$ 95.00	1LPE8	(R)

Mileage Band 0-8  
 Per Mile

Zone 3	Month to Month <u>Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$ 95.00	1LPE8	(R)
Florida	\$ 95.00	1LPE8	(R)
Georgia	\$ 95.00	1LPE8	(R)
Kentucky	\$ 95.00	1LPE8	(R)
Louisiana	\$ 95.00	1LPE8	(R)
Mississippi	\$ 95.00	1LPE8	(R)
North Carolina	\$ 95.00	1LPE8	(R)
South Carolina	\$ 95.00	1LPE8	(R)
Tennessee	\$ 95.00	1LPE8	(R)

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1  
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 CANCELS 8TH REVISED PAGE 7-147.0.3.2

EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 8 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel (Cont'd)

(h) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network 1  
 DS3 Capacity) Interoffice Channel System (Cont'd)

Mileage Band 0-8  
 Fixed, per System (Cont'd)

Zone 3

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36	37 to 60	61 to 96	
Months	Months	Months	

	Per Month Rates			
<u>States</u>				
Alabama	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Florida	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Georgia	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Kentucky	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Louisiana	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Mississippi	\$855.60	\$669.60	\$530.10	1LPS8 (R)
North Carolina	\$855.60	\$669.60	\$530.10	1LPS8 (R)
South Carolina	\$855.60	\$669.60	\$530.10	1LPS8 (R)
Tennessee	\$855.60	\$669.60	\$530.10	1LPS8 (R)

Mileage Band 0-8  
 Per Mile

Zone 1

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36	37 to 60	61 to 96	
Months	Months	Months	

	Per Month Rates			
<u>State</u>				
Alabama	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Florida	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Georgia	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Kentucky	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Louisiana	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Mississippi	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
North Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
South Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)
Tennessee	\$ 46.75	\$38.25	\$ 29.75	1LPE8 (R)

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1  
 9TH REVISED PAGE 7-147.0.3.3  
 CANCELS 8TH REVISED PAGE 7-147.0.3.3

EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

Docket No. 080631-TP  
 DSLI v. AT&T  
 Exhibit EM-12, Page 9 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel (Cont'd)

(h) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network 1  
 DS3 Capacity) Interoffice Channel System (Cont'd)

Mileage Band 0-8  
 Per Mile (Cont'd)

Zone 2

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36	37 to 60	61 to 96	
Months	Months	Months	
Per Month Rates			

State	Plan A	Plan B	Plan C	USOC	
Alabama	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Florida	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Georgia	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Kentucky	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Louisiana	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Mississippi	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
North Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
South Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Tennessee	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)

Zone 3

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36	37 to 60	61 to 96	
Months	Months	Months	
Per Month Rates			

State	Plan A	Plan B	Plan C	USOC	
Alabama	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Florida	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Georgia	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Kentucky	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Louisiana	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Mississippi	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
North Carolina	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
South Carolina	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Tennessee	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: OCTOBER 24, 2008

TARIFF F.C.C. NO. 1  
 19TH REVISED PAGE 7-147.1  
 CANCELS 18TH REVISED PAGE 7-147.1

EFFECTIVE: NOVEMBER 8, 2008

ACCESS SERVICE

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 DSLi v. AT&T  
 Exhibit EM-12, Page 10 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel

(o) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel System

	Non- Recurring Charge	Channel Services Payment Plan Rates <sup>1</sup>			USOC	(T)
		Plan A 24 to 48 Months	Plan B 49 to 72 Months	Plan C 73 to 96 Months		
<u>Per Month Rates</u>						
Mileage Band 0-8						
Fixed, per System	\$190.00	\$ 920.00	\$ 720.00	\$ 570.00	1LPS8	
Per mile	N/A	\$ 55.00	\$ 45.00	\$ 35.00	1LPE8	
Mileage Band 9-25						
Fixed, per System	\$190.00	\$1125.00	\$ 925.00	\$ 775.00	1LPS9	
Per mile	N/A	\$ 55.00	\$ 45.00	\$ 35.00	1LPE9	
Mileage Band 26+						
Fixed, per System	\$190.00	\$1310.00	\$1110.00	\$ 910.00	1LPS6	
Per mile	N/A	\$ 55.00	\$ 45.00	\$ 35.00	1LPE6	
Central Office Channel Interfaces, Per Termination						
Per DS3	\$180.00	\$ 66.00	\$ 66.00	\$ 66.00	1PQE3	
Per 28 DS1 Channel System	\$290.00	\$ 460.00	\$ 435.00	\$ 425.00	MQ3C1	
Per DS1	\$170.00	\$ 7.50	\$ 6.60	\$ 5.65	1PQE1	

Note 1: As set forth in 2.4.8(A)(1), new LightGate system installations must be ordered under Transport Payment Plan (TPP) arrangements as of August 23, 1996, and renewals of existing CSPP arrangements will not be available for LightGate system installations on or after August 23, 1996.

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(This page filed under Transmittal No. 1159 )

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 17, 2002

TARIFF F.C.C. NO. 1  
 14TH REVISED PAGE 7-146  
 CANCELS 13TH REVISED PAGE 7-146

EFFECTIVE: JULY 2, 2002

ACCESS SERVICE

Docket No. 080631-TP  
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 Exhibit EM-12, Page 11 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES

	<u>Nonrecurring Charges</u>	<u>Monthly Rates</u>		<u>USOC</u>
		<u>Fixed</u>	<u>Per Mile</u>	
(B) Interoffice Channel				
(1) 64 Kbps	\$24.01	\$40.00	\$ 4.00	1L5XX

	<u>Nonrecurring Charges</u>	<u>USOC</u>
(2) 1.544 Mbps Fixed Per Mile	\$130.00 (R) N/A	1L5XX N/A

Zone 1 <u>States</u>	<u>Month To Month</u>	<u>Per Month Rates</u>		<u>USOC</u>
		<u>Plan A<sup>1</sup> 24 to 48 Months</u>	<u>Plan B<sup>1</sup> 49 to 72 Months</u>	
Alabama	\$75.00	\$70.00	\$65.00	1L5XX
Florida	\$75.00	\$70.00	\$65.00	1L5XX
Georgia	\$75.00	\$70.00	\$65.00	1L5XX
Kentucky	\$75.00	\$70.00	\$65.00	1L5XX
Louisiana	\$75.00	\$70.00	\$65.00	1L5XX
Mississippi	\$75.00	\$70.00	\$65.00	1L5XX
North Carolina	\$75.00	\$70.00	\$65.00	1L5XX
South Carolina	\$75.00	\$70.00	\$65.00	1L5XX
Tennessee	\$75.00	\$70.00	\$65.00	1L5XX

Note 1: Channel Services Payment Plan and Area Commitment Plan rates.

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29657, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
 4TH REVISED PAGE 7-147.0.1.1  
 CANCELS 3RD REVISED PAGE 7-147.0.1.1  
 EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Con

Docket No. 080631-TP  
 DSLi v. AT&T  
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7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel (Cont'd)

(a) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel System (1 DS3 Capacity) (Cont'd)

Mileage Band 0-8  
 Fixed, per System

ALL STATES

Nonrecurring Charge

USOC

\$ 190.00

1LPS8

Zone 1

Month  
 to  
 Month  
Rates

USOC

States

Alabama \$1270.00  
 Florida \$1270.00  
 Georgia \$1270.00  
 Kentucky \$1270.00  
 Louisiana \$1270.00  
 Mississippi \$1270.00  
 North Carolina \$1270.00  
 South Carolina \$1270.00  
 Tennessee \$1270.00

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Zone 2

Month  
 to  
 Month  
Rates

USOC

States

Alabama \$1270.00  
 Florida \$1270.00  
 Georgia \$1270.00  
 Kentucky \$1270.00  
 Louisiana \$1270.00  
 Mississippi \$1270.00  
 North Carolina \$1270.00  
 South Carolina \$1270.00  
 Tennessee \$1270.00

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: JUNE 18, 2001

TARIFF F.C.C. NO. 1  
 5TH REVISED PAGE 7-147.0.1.2  
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EFFECTIVE: JULY 3, 2001

ACCESS SERVICE

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 Exhibit EM-12, Page 13 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) service (Cont'd)

(B) Interoffice Channel (Cont'd)

- (5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel (Cont'd)
- (a) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)  
 Interoffice Channel System (1 DS3 Capacity) (Cont'd)

Mileage Band 0-8  
 Fixed, per System (Cont'd)

<u>Zone 3</u>	<u>Month to Month Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$1270.00	1LPS8	(R)
Florida	\$1270.00	1LPS8	(R)
Georgia	\$1270.00	1LPS8	(R)
Kentucky	\$1270.00	1LPS8	(R)
Louisiana	\$1270.00	1LPS8	(R)
Mississippi	\$1270.00	1LPS8	(R)
North Carolina	\$1270.00	1LPS8	(R)
South Carolina	\$1270.00	1LPS8	(R)
Tennessee	\$1270.00	1LPS8	(R)

Mileage Band 0-8  
 Per Mile

<u>Zone 1</u>	<u>Month to Month Rates</u>	<u>USOC</u>	
<u>States</u>			
Alabama	\$ 95.00	1LPE8	(R)
Florida	\$ 95.00	1LPE8	(R)
Georgia	\$ 95.00	1LPE8	(R)
Kentucky	\$ 95.00	1LPE8	(R)
Louisiana	\$ 95.00	1LPE8	(R)
Mississippi	\$ 95.00	1LPE8	(R)
North Carolina	\$ 95.00	1LPE8	(R)
South Carolina	\$ 95.00	1LPE8	(R)
Tennessee	\$ 95.00	1LPE8	(R)

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: MARCH 31, 2004

TARIFF F.C.C. NO. 1  
 9TH REVISED PAGE 7-144.1  
 CANCELS 8TH REVISED PAGE 7-144.1

EFFECTIVE: APRIL 7, 2004

ACCESS SERVICE

Docket No. 080631-TP  
 DSLi v. AT&T  
 Exhibit EM-12, Page 14 of 14

7 - Special Access (a.k.a. BellSouth SPA) Service (Co

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service

ALL STATES	Monthly Rate	Nonrecurring Charge		USOC
		First Service Installed	Additional Service Installed	
(A) Local Channel-Per Local Channel				
(1) DS1 Service (a.k.a. BellSouth SPA DS1)				
- 1.544 Mbps		\$650.00	\$275.00	TMECS
Zone 1	\$168.00			TMECS
Zone 2	\$175.00			TMECS
Zone 3	\$180.00			TMECS

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Channel Services Payment Plan

Zone 1 - Per Month Rates States	Plan A	Plan B	USOC
	24-48 Months	49-72 Months	
Alabama	\$124.00	\$120.00	TMECS (R)
Florida	\$124.00	\$120.00	TMECS (R)
Georgia	\$124.00	\$120.00	TMECS (R)
Kentucky	\$124.00	\$120.00	TMECS (R)
Louisiana	\$124.00	\$120.00	TMECS (R)
Mississippi	\$124.00	\$120.00	TMECS (R)
North Carolina	\$124.00	\$120.00	TMECS (R)
South Carolina	\$124.00	\$120.00	TMECS (R)
Tennessee	\$124.00	\$120.00	TMECS (R)

Area Commitment Plan

Zone 1 - Per Month Rates States	Plan A	Plan B	USOC
	24-48 Months	49-72 Months	
Alabama	\$124.00	\$120.00	TMECS
Florida	\$124.00	\$120.00	TMECS
Georgia	\$124.00	\$120.00	TMECS
Kentucky	\$124.00	\$120.00	TMECS
Louisiana	\$124.00	\$120.00	TMECS
Mississippi	\$124.00	\$120.00	TMECS
North Carolina	\$124.00	\$120.00	TMECS
South Carolina	\$124.00	\$120.00	TMECS
Tennessee	\$124.00	\$120.00	TMECS

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

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