7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows:		
Contact	Linda Baggett	David Wise
Title		
Company	NEXTLINK Tennessee LLC, Inc.	NEXTLINK Tennessee LLC, Inc.
Address	5127 Truse Road	105 Molloy Street
Address		
City, State, and Zip Code	Memphis, TN 38117	Nashville, TN 37201
Telephone	(901) 888-8920	(615) 777-7707
Facsimile	(901) 888-8120	(615) 777-7708
with a copy to:		
and to Licensor as follows:		
Contact	Arthur Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.

8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth' s facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Article 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.

9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:

10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g. different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee

to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

18.2.1 Termination of the license covering such conduit occupancy; or

18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including Article XIV preceding.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 Licensee may self-insure any or all of the insurance coverages required in the Agreement.

23. AUTHORIZATION NOT EXCLUSIVE

23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

24. ASSIGNMENT OF RIGHTS

24.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

25. FAILURE TO ENFORCE

25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

26. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in effect as set forth in Section 1 of the General Terms and Conditions to the Interconnection Agreement and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

26.1 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

27.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee, including that certain License Agreement for Pole Attachments and/or Conduit Occupancy executed between City Signal and BellSouth Telecommunications, Inc. (agreement number TNOH931000, dated January 4, 1993) for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

NEXTLINK Tennessee LLC, Inc.	**BellSouth Telecommunications, Inc.**
Name of Licensee	*Name of Licensor*
By:	***By:***
_____	_____
Signature	*Signature*
_____	Stephen E. Market
Printed Name	*Printed Name*
_____	Ntwk V P NP&Supp
Printed Title	*Printed Title*
_____	_____
Date	*Date*

APPENDIX I

1999 FCC Formula Supported Fees

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles	Anchors	Conduit	
	(ea. / yr.)	*(ea. / yr.)*		*($ / ft. / yr.)*
Tennessee	4.57			.30

Tennessee rates are negotiated with CATV Association

Conduit rates have been developed using the one-half (1/2) duct convention for 1999. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per pole (throughout BellSouth region) $41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Attachment 10

Bona Fide Request Process

Bona Fide Request Process

1.0 When applicable. Bona Fide Requests are to be used when NEXTLINK requests any Services or Elements not already provided in this Interconnection Agreement. Bona Fide Requests also may be used to alter existing arrangements previously negotiated. Bona Fide Requests will be provided as set forth in Section 5 of the General Terms and Conditions to this Agreement.

1.1 Details required. A Bona Fide Request shall be submitted in writing by NEXTLINK and shall specifically identify the date requested for the service, the service or element requested and the associated technical requirements, space requirements and/or such specifications necessary to clearly define the request. If applicable, such a request also shall include NEXTLINK's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.

1.2 NEXTLINK cancellation. NEXTLINK may cancel a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request. If NEXTLINK cancels a Bona Fide Request after BellSouth has received NEXTLINK's written "notice to proceed" as described in Section 1.6 below, NEXTLINK agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with NEXTLINK's Bona Fide Request up to the date of cancellation.

1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a Bona Fide Request, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may request additional information from NEXTLINK at any time during the processing of the Bona Fide Request.

1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a Bona Fide Request, BellSouth shall provide to NEXTLINK a preliminary analysis of the Bona Fide Request. If BellSouth determines that it is not able to provide NEXTLINK with its preliminary analysis within thirty-five (35) calendar days of BellSouth's receipt of the Bona Fide request, BellSouth will inform NEXTLINK as soon as practicable. NEXTLINK and BellSouth

will then determine a mutually agreeable date for delivery of the preliminary analysis.

1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet NEXTLINK's requirements and shall include BellSouth's proposed price (plus or minus 25 percent) and the date the request can be met. If BellSouth cannot provide the service or element by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet NEXTLINK's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete NEXTLINK's Bona Fide Request. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with NEXTLINK's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with NEXTLINK's designation, it may use the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement. In no event, however, shall any dispute delay BellSouth's processing of the request.

1.6 Notice to proceed. After providing the preliminary analysis to NEXTLINK, BellSouth shall proceed with NEXTLINK's Bona Fide Request upon receipt of NEXTLINK's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of NEXTLINK's right to invoke any dispute resolution process as set forth in the General Terms and Conditions, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of NEXTLINK's cancellation of a Bona Fide Request, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process. In no event shall any dispute delay BellSouth proceeding with completing the Bona Fide Request.

1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if NEXTLINK decides to proceed, NEXTLINK agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the Bona Fide Request. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. NEXTLINK will begin processing the payment of development costs at the time it issues the written "notice to

proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by NEXTLINK or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, NEXTLINK agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing NEXTLINK's Bona Fide Request. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and NEXTLINK's estimate of the price for processing its Bona Fide Request. NEXTLINK agrees to pay 50% of this amount as the interim lump sum progress payment. If NEXTLINK's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that NEXTLINK's price is exactly 50% of BellSouth's proposed price.

1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide NEXTLINK with a firm Bona Fide Request response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, and a final detailed breakdown of all costs supporting the final price.

2.0 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm Bona Fide Request response from BellSouth, NEXTLINK will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from NEXTLINK within the thirty day time frame, BellSouth shall issue a written request for confirmation that NEXTLINK does not wish to proceed with the Bona Fide Request. If BellSouth receives no response from NEXTLINK within five (5) calendar days of its written request for confirmation, BellSouth may consider the Bona Fide Request canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of section 1.2.

2.1 Pricing Principles. Unless NEXTLINK agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by NEXTLINK.

2.2 Amendment. Upon NEXTLINK's acceptance of the firm quote by BellSouth, the parties shall amend the Interconnection Agreement to incorporate the network element or service contemplated by the Bona Fide Request. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

Attachment 11

Service Quality Measurements

Service Quality Measurements
Measurement Detail

1. Service Quality Measurements

1.1 In providing services pursuant to this Agreement, BellSouth shall report to NEXTLINK its performance in accordance with BellSouth's Service Quality Measurements, which are contained within this Attachment as Exhibit B. These Measurements and the reporting of BellSouth's performance will be modified consistent with any subsequent regulatory decisions, including the August 31, 1998 Order of the Louisiana Public Service Commission in Docket U-22252 (Subdocket-C), including disaggregation by Metropolitan Statistical Area ("MSA") and by service categories.

1.2 BellSouth shall make performance reports available to NEXTLINK on a monthly basis. The reports shall contain information collected in each performance category and shall be available to NEXTLINK through access to the BellSouth Interconnection Services homepage, or through some similar electronic media. BellSouth also shall provide electronic access to the raw data underlying the performance measurements. Within 30 days of the execution of this Agreement, BellSouth shall provide a detailed session of instruction to NEXTLINK regarding access to the reports and to the raw data as well as to the nature of the format of the data provided.

1.3 Throughout the term of this Agreement, BellSouth and NEXTLINK will meet on a quarterly basis to discuss the Service Quality Measurements provided pursuant to this Attachment. BellSouth and NEXTLINK also will mutually agree whether any specific Service Quality Measurement should be modified or eliminated from BellSouth's reporting requirements. The Parties agree that no such changes will be implemented without the appropriate regulatory approval, and NEXTLINK agrees to support BellSouth before the appropriate regulatory agency in advocating that any modifications and/or eliminations agreed to by the Parties be incorporated within the Service Quality Measurements BellSouth is required to provide.

1.4 The Service Quality Measurements shall be utilized by BellSouth and NEXTLINK to monitor the performance of BellSouth. When a performance dispute arises, BellSouth and NEXTLINK shall immediately assemble a Joint Investigative Team comprised of subject matter experts. The team should be co-chaired by representatives of BellSouth and NEXTLINK, respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for Tennessee operations in an effort to achieve a resolution. If the dispute cannot be resolved between the companies after these steps are taken, then either Party to the dispute may file a request with the TRA for binding mediation. If either Party is then aggrieved, it may file a formal complaint with the TRA.

1.5 The Agreement on this Section 1 on Service Quality Measurements is without prejudice to and does not waive either Party's position with regard to retail analogues, if any, for specific categories or remedies for failures to achieve Service Quality Measurements or other benchmarks, if any.

Service Quality Measurements
Measurement Detail

2. Service Intervals

2.1 In providing services to NEXTLINK under this Agreement, BellSouth agrees to adhere to its standard provisioning intervals dated January 2, 1998 and contained within this Attachment as Exhibit A, to the extent there is such an interval. In the event BellSouth changes its standard provisioning intervals the BellSouth makes available to the industry which results in the shortening of any interval by which a product or service is provided, the Parties agree to amend this Agreement to give NEXTLINK the benefit of that shorter interval on a going forward basis.

2.2 BellSouth and NEXTLINK recognize that service intervals are evolving and that BellSouth's standard provisioning intervals have been developed for the industry as a whole. The Parties also recognize that shorter intervals may be appropriate for NEXTLINK in the future, depending upon a number of factors, including, but not limited to, the types of products and services being ordered and the manner by which NEXTLINK places orders for theses products and services. Within sixty (60) days from execution of this Agreement, BellSouth and NEXTLINK shall: (i) review existing intervals to identify and attempt to shorten any specific intervals that NEXTLINK may request, including, but not limited to, unbundled DS1, unbundled HDSL, and for loops located in particular geographic areas; and (ii) develop the technical requirements and conditions that must be satisfied in order for any specific intervals to be shortened, to the extent technically feasible. Any intervals that the Parties agree to shorten and the specific steps that the Parties agree must be taken in order to achieve those shortened intervals will be set forth in a written implementation plan, which shall be incorporated into this Agreement.

2.3 The Agreement on this Section 2 on Service Intervals is without prejudice to and does not waive either Party's position with regard to retail analogues, if any, for specific service categories or remedies for failures to achieve Service Intervals or other benchmarks, if any.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

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Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

PRE-ORDERING (PO)

Function:	**Average Response Interval for Pre-Ordering Information & OSS Interface Availability**
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, the current products and features the customer has, and the validity of the street address. Typically, this type of information is gathered from supporting OSSs while the customer (or potential customer) is on the telephone with the customer service agent. Pre-ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience (compared to BST) when a retail customer calls the CLEC with a service inquiry.
Measurement Methodology:	**1. Average Response Interval = Σ [(Query Response Date & Time) - (Query Submission Date & Time)] / (Number of Queries Submitted in Reporting Period)** The response interval for each pre-ordering query is determined by computing the elapsed time from BST receipt of a query from the CLEC, whether or not syntactically correct, to the time BST returns the requested data to the CLEC. Elapsed time is accumulated for each major query type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by BST during the reporting period. **Objective:** Average response time per transaction for a query for appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). The query interval starts with the request message leaving the CLEC and ends with the response message arriving at the CLEC. **2. OSS Interface Availability = (Actual Availability) / (Scheduled Availability) X 100** **Objective:** Percent of times OSS interface is actually available compared to scheduled availability.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	**Excluded Situations:**
• Not carrier specific. • Not product/service specific.	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Query Type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Query Type (per reporting dimension) • Response interval • Regional Scope

RNS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG - by TN - by ADDR	x x	x x	x x	x x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

LENS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG - by TN - by ADDR	x x	x x	x x	x x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

EC-LITE Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG - by TN - by ADDR	x x	x x	x x	x x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

OSS Interface Availability

Application	% Availability CLEC	% Availability BST
LENS	X	X
LEO	X	X
LESOG	X	X
EDI	X	X
CLEC TAFI	X	X
PSIMS	X	X
HAL	X	X
BOCRIS	X	X
ATLAS/COFFI	X	X
RSAG/DSAP	X	X
LMOS HOST	X	X
SOCS (update)	X	X

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to BST result, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary. Furthermore, the "% jeopardies returned" measure for the CLEC, when reported in comparison to BST result, will gauge whether initial commitments to the CLEC for order processing are as reliable as the commitments BST makes for its own operations.
Measurement Methodology:	**1. Firm Order Confirmation Timeliness = Σ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Confirmed in Reporting Period)** **Objective:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of **valid** service order request to distribution of order confirmation. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **2. Reject Interval = Σ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Rejected in Reporting Period)** **Objective:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **3. Percent Rejected Service Requests = Σ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Objective:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

	4. Percent Flow-through Service Requests = Σ (Total of Service Requests that flow-through to the BST OSS) / (Total Number of Service Requests delivered to BST OSS) X 100. **Objective:** Percent Flow-through Service Requests measures the percentage of orders that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests **5. Total Service Request Cycle Time = (Σ Date & Time CLEC Service Requests placed in queue for completion) - (Σ Date & Time CLEC Service Requests first reaches BST Interface) / Total Number of Service Requests** **Objective:** The average time it takes to process a CLEC service request. measured from the first time the request reaches the BST interface to the order being placed in queue for completion. Comparisons can be made to equivalent BST cycle times to assure the CLEC of processing parity. Service Request Cycle Time captures both reject and commitment intervals. **Methodology:** Mechanized tracking for flow-through orders **6. Service Requests submissions per request = Σ (Total Service Requests that flow-through to the BST OSS) + (Total Rejects) / (Total Service Requests Received)** **Objective:** Measures the average number of times the same service request is resubmitted due to changes and/or updates. **Methodology:** Mechanized tracking for flow-through service requests **7. Speed of Answer in Ordering Center = Σ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Objective:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** Mechanized tracking through LCSC Automatic Call Distributor.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 1 • See Appendix A, item 4	• Firm Order Confirmation Interval - Invalid Service Requests • Rejection Interval • Percent Rejected Service Requests - None • Percent Flow-through Service Requests - Rejected Service Requests • Service Requests canceled by the CLEC • Service Request Activities of BSTassociated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope

Firm Order Confirmation Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale- Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Reject Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Percent Rejected Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Flow-Through Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Cycle Time

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Submissions per Request

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
LCSC	X	X

Service Quality Measurements
Measurement Detail

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PROVISIONING

Function:	**Order Completion Intervals**
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	**1. Average Completion Interval = Σ [(Completion Date & Time) - (Order Submission Date & Time)] / (Count of Orders Completed in Reporting Period)** **2. Order Completion Interval Distribution = Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed for each specified time period following the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. **Objective:** Average time from receipt of (confirmed) service request to actual order completion date. Excludes orders where customer requested dates are beyond offered interval. **Methodology:** • Mechanized metric from ordering system • If mechanical not available, a (BST & CLEC) statistically validated sample should be used.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Orders where customer requested dates are beyond offered interval
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • Geographic Scope	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • Geographic Scope

Order Completion Interval Distribution **Average Completion Interval**

UNE LOOPS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

UNE LOOPS w/ ILNP	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x

TRUNKS	5 Days	10	15	20	25	30	>30	Total	Ave. Completion Interval
Dispatch % < 10 days	x	x	x	x	x	x	x	x	x
No Dispatch % < 10 days	x	x	x	x	x	x	x	x	x

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Order Completion Interval Distribution **Average Completion Interval**

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE SPECIALS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

PROVISIONING

Function:	**Held Orders**
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST orders.
Measurement Methodology:	**1. Mean Held Order Interval = Σ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings in Appendix A, item 2, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **(# of Orders Held for Σ 90 days) / (Total # of Orders Pending But Not Completed) X 100.** **(# of Orders Held for Σ 15 days) / (Total # of Orders Pending But Not Completed) X 100.** This "percentage orders held" measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days, are counted for order type. The total number of pending and past due orders for order type are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Objective:** Average time to detect orders continuing in a "non-complete" state for extended period of time.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Any order canceled by the CLEC will be excluded from this measurement. • Orders held for CLEC end user reasons • Orders held for BST end user reasons • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • Geographic Scope

Mean Held Order Interval

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks									
>= 90 days	X								
>= 15 days	X								
UNE									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Residence									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Business									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Specials									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
UNE - Loops w/LNP									
>= 90 days		X	X	X	X				
>= 15 days		X	X	X	X				

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

PROVISIONING

Function:	**Installation Timeliness, Quality & Accuracy**
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. Percent Provisioning Troubles within 30 days of Installation measures the quality of installation activities and Percent Order Accuracy measures the accuracy with which services ordered by the CLECs were provided.
Measurement Methodology:	**1. Percent Missed Installation Appointments = Σ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count on misses BST issues to the CLEC by the count of FOCs returned by BST during the identical period. **Objective:** Percent of orders where completion's are not done by due date on order confirmation. Misses due to competing carrier or end user causes should be aggregated out and indicated. **Methodology:** • Mechanized metric from ordering system **2. % Provisioning Troubles within 30 days of Installation = Σ (All Troubles on Services installed Σ 30 days in a calendar month) / (All Installations in same calendar month) X 100** **Objective:** Measures the quality of completed orders **Methodology:** Mechanized metric from ordering system **3. Percent Order Accuracy = (Σ Orders Completed w/o error) / (Σ Orders Completed) X 100.** **Objective:** Measures the accuracy and completeness of BST provisioning or disconnecting service by comparing what was ordered and what was completed. **Methodology:** • Non-Mechanized Results are based on an audit of a statistically valid sample • Mechanized Results are based on an audit of a statistically valid sample

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 2 • See Appendix A, item 4	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope

Percent Missed Appointments

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X					X	X	X	X
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials									
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Troubles within 30 days of Installation

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X					X	X	X	X
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials									
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Order Accuracy

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X					X	X	X	X
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials									
UNE - Loops w/LNP		X	X	X	X				

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

MAINTENANCE & REPAIR (MR)

Function:	**Customer Trouble Report Rate**
Measurement Overview:	This measure can be used to establish that CLECs are not competitively disadvantaged. compared to BST, as a result of experiencing more frequent incidents of trouble reports.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial & Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100.** ***Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.*** The frequency of trouble metric is computed by accumulating the total number of maintenance tickets logged by a CLEC (with BST) during the reporting period. The resulting number of tickets is divided by the total number of "service access lines" existing for the CLEC at the end of the report period. **Objective:** Initial customer direct or referred troubles reported within a calendar month where cause is in the network (not customer premises equipment, inside wire, or carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric trouble reports and lines in service captured in maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Customer Trouble Report Rate

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X						
UNE		X	X				
Resale				X	X	X	X
Resale - Specials	X						

Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.

MAINTENANCE & REPAIR (MR)

Function:	**Missed Repair Appointments**
Measurement Overview:	When this measure is collected for BST and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to BST operations) estimates of the time required to complete service repairs.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** Percent of trouble reports not cleared by date and time committed. Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Objective:** This measurement is designed to show parity between CLECs and BST in the handling of repair appointments. **Methodology:** Mechanized metric from maintenance database(s).

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Missed Repair Appointments

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks							
UNE		X	X				
Resale				X	X	X	X
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration.

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

MAINTENANCE & REPAIR (MR)

Function:	**Quality of Repair & Time to Restore**
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**3. Out of Service > 24 Hours = (Total Repeat Troubles > 24 Hours) / (Total Troubles) X 100** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100** **5. Maintenance Average Duration = (Total Duration Time) / (Total Troubles)** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from receipt of a trouble until trouble is status cleared **Objective:** These measurements are used to demonstrate quality of maintenance and repair. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 3. • See Appendix A, item 4.	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration)	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause • Geographic Scope

Service Quality Measurements
Measurement Detail

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• Disposition and Cause • Geographic Scope	

Out of Service more than 24 Hours

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks		X	X				
UNE				X	X	X	X
Resale							
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration

Repeat Trouble Reports within 30 days of Installation (or New Service Failure Rate - see note below)

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

Note: The appropriate measurement for both interconnection trunking and Resale - Specials is the "New Service Failure Rate"

Maintenance Average Duration

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

MAINTENANCE & REPAIR (MR)

Function:	**Average Answer Time - Repair Centers**
Measurement Overview:	• This measure demonstrates an average response time for the CLEC agent attempting to contact their BST representative
Measurement Methodology:	**6. Average Answer Time for UNE Center, RRC & BRC = (Total time in seconds for UNE Center, RRC & BRC response) / (Total number of calls) by reporting period** **Objective:** This measure supports monitoring that BSTs handling of support center calls from CLECs is at least in parity with support center calls by BST's retail customer. **Methodology:** Mechanized report from Repair Center Automatic Call Distributors.

Average Answer Time for Repair Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
UNE Center	X	X
RRC	X	X
BRC	X	X

MAINTENANCE & REPAIR (MR)

Function:	**Legacy System Access Times**
Measurement Overview:	• This measure demonstrates an average response time from the BST Maintenance System (TAFI) to access BST's Legacy Repair OSS.
Measurement Methodology:	**1. Legacy System Access Times = Access Times in increments of ≤ 4 secs., > 4 & 6 secs., ≤ 10 secs., > 10 secs., and > 30 secs. for CLEC TAFI and BST TAFI** **Objective:** This measure demonstrates parity between the CLECs and BST for OSS response times for Maintenance and Repair. **Methodology:** Mechanized report from OSSs

Legacy System Access Times

	≤ 4 secs			> 4 & ≤ 6 secs			≤ 10 secs			> 10 secs			> 30 secs		
Transaction Name	CLEC	BST BUS	BST RES	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS
CRIS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLETH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLR	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
JMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

BILLING

Function:	**Invoice Accuracy & Timeliness**
Measurement Overview:	The accuracy of billing records (both usage and invoices) delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = [(Number of Invoices Delivered in the Reporting Period that Have Complete Information, Reflect Accurate Calculations and are Properly Formatted) / (Total Number of Invoices Issued in the Reporting Period)] X 100** **2. Mean Time to Deliver Invoices = Σ [(Invoice Transmission Date) - (Date of Scheduled Bill Cycle Close)] / (Count of Invoices Transmitted in Reporting Period)** Invoice Accuracy: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of the individual CLEC interconnection agreements with BST. Mean Time to Deliver Invoices: This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and BST's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated being divided by the number of complete invoices sent in the reporting period. **Objective:** Measures the percentage and mean time of billing records delivered to CLEC in agreed upon format and with the complete agreed upon content (includes time and material and other non-recurring charges). **Methodology: ?**

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

Reporting Dimensions:	**Excluded Situations:**
• Wholesale Bill Invoices (TSR) • Unbundled Element Invoices (UNE)	• Any invoices rejected due to formatting or content errors
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Accuracy	

Invoice Accuracy

	Total Invoices Delivered	Total Invoices Delivered per EMR	% Accuracy
CLEC	X	X	X

Mean Time to Deliver Invoices

To Be Determined

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS, DA)

Function:	**Average Speed to Answer**
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services or Directory Services on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers for equivalent local services.
Measurement Methodology:	**1. Average Speed to Answer (DA) =** **(# of Calls Answered Within 12 Seconds) / (Total DA Calls) X 100** **2. Mean Time to Answer** **3. Average Speed to Answer (OS) =** **(# of Calls Answered Within 2 and 10 Seconds) / (Total OS Calls) X 100** **4. Mean Time to Answer** **Objective:** Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe **Methodology:** • Reported in the aggregate • Not Carrier Specific

Reporting Dimensions:	**Excluded Situations:**
• Operator Services in Aggregate • Directory Assistance in Aggregate • Processing Method (human versus machine processes)	• Call abandoned by customers prior to answer by the BST OS or DA operator
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer	• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer

Average Speed to Answer

	Average Mean Time to Answer	% Calls Answered within 12 seconds	% Calls Answered within 10 seconds
Directory Assistance	X	X	
Operator Services	X		X

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

E911

Function:	Timeliness and Accuracy
Business Implications:	• In the interest of public safety, it is BellSouth's goal to maintain 100% accuracy in the E911 database for both CLEC's customers and BST's retail customers and to have zero errors in processing orders for E911 database updates. • CLECs that purchase UNEs or provide local service as a facility-based provider are responsible for the accuracy of their data that is input in the E911 database. • As part of BSTs effort to maintain 100% accuracy of the E911 database, data verification parameters and requirements for all companies that submit E911 inputs will be reviewed and modified accordingly to ensure the highest integrity. • These measurements were developed to ensure parity between the processing and accuracy of E911 database orders for both the CLEC's customers and BST's retail customers.
Measurement Methodology:	**1. E911 Timeliness = Σ (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100** **Ojective:** Measures the percentage of missed due dates of 911 database updates **Methodology:** Mechanized metric from ordering system **2. E911 Accuracy = Σ |Total number of SOIRs with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers)| / (Total number of SOIR orders for E911 updates) X 100** **Objective:** Measures the percentage of accurate 911 database updates **Methodology:** Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:
• CLECs in Aggregate • BST in Aggregate • See Appendix A, item 4	• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • Geographic Scope	• Report Month • Error Type • Average number of error • Standard Order Activity • Geographic Scope

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

E911 Timeliness and Accuracy

	CLEC	BST
% E911 Orders Missed	X	X
% E911 Accurate Orders	X	X

Trunking (T)

Function:	Interconnection Trunking Performance
Measurement Overview:	In order to insure quality service to the CLECs as well as protecting the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	**1. CLEC Trunk Group Service Report** - Contains the service performance results of final trunk groups between the CLEC switch and a BST tandem or end office. **2. BellSouth CTTG Blocking Report** - Contains the trunk blocking results of final trunk groups between the BST end office and BST access tandem. **3. Local Network Trunk Group Service Report** - Contains the service performance results of final trunk groups in the BST local service tier of the network. **4. BellSouth Local Network Blocking Report** - Contains the trunk blocking results of final trunk groups in the BST local service tier of the network. **Methodology:** The data are processed weekly through a mechanized system which calculates the percentage blocking during the time-consistant busy hour (TCBH). The TCBH is defined as the identical hour each day during which, over a number of days, the highest average traffic is measured.

Reporting Dimensions:	**Excluded Situations:**
• BST trunk groups • CLEC trunk groups	• N/A
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• N/A	• N/A

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

CLEC Trunk Group Service Report

CLEC TRUNK GROUP SERVICE REPORT
MONTHLY SUMMARY

BST ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

CLEC ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

TOTAL	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth CTTG Blocking Report

BELLSOUTH CTTG BLOCKING REPORT - SUMMARY
GROUPS EXCEEDING MBT
PROCESS DATE

TGSN	TANDEM	END OFFICE	DESCRPT	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

Local Network Trunk Group Service Report

LOCAL NETWORK TRUNK GROUP SERVICE REPORT
MONTHLY SUMMARY

	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network Blocking Report

BELLSOUTH LOCAL NETWORK BLOCKING REPORT - SUMMARY
GROUPS EXCEEDING MBT
PROCESS DATE

A-END	Z-END	DESCRPT	TGSN	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

APPENDIX A

Service Quality Measurements
Measurement Detail

BellSouth's Proposed Implementation of Georgia Docket No. 7892-U

ITEM #	DESCRIPTION
1. Carrier Specific - Reported on a per order basis	• Interconnection Trunks - average response time, percent less than 10 days. • UNE - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale Residential & Business - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Unbundled Loops w/ interim telephone number portability) - less than 5 and 5 or more, mechanized orders and non-mechanized orders.
2. Reported by Carrier on a per order basis	UNE: by groups of lines on single order. Separately tracked for dispatch and non-dispatch as follows: • Local Interconnection Trunks • Resale (Residence): by groups of lines on single order similar to UNE (POTS) • Resale (Business) - by groups of lines on single order similar to UNE (POTS) • Resale (Specials) - by groups of lines on single order similar to UNE (POTS) • UNE (Unbundled Loops w/ interim telephone number portability)
3. Carrier Specific - Reported on a per order basis	• UNE - Dispatched, Not Dispatched, and misses where the competing carrier or end user causes the missed appointment. • Resale Residence & Business Dispatched, Not Dispatched - All misses, denoting misses, where the competing carrier or end user caused the missed appointment. • Interconnection Trunks • Resale Specials
4. Geographic Scope	• State and Regional level unless otherwise specified

Attachment 12

Pricing

TENNESSEE

PRICING

1. **General Principles**

All services currently provided hereunder (including resold Local Services), Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. **Local Service Resale**

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Call Transport and Termination**

The prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 3.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **Interim Pricing**

Any interim or proxy prices referenced in this Attachment will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

10. ***Operational Support Systems (OSS) Rates**

Operational Support Systems (OSS) rates set forth below are interim and shall be subject to true-up as set forth in Section 9. Above.

Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
$100.00	$50.00	$10.80	$22.00

11. Riser Cable and Unbundled Network Terminating Wire

On an interim basis, BellSouth agrees to charge, and NEXTLINK agrees to pay, the rates for riser cable and unbundled network terminating wire set forth in the following pricing table. These interim prices are derived based upon the recurring and nonrecurring rates for loop distribution set forth in Table 1 to this Attachment. Once there is a final, nonappealable order of the Authority in Docket 97-01262, these interim prices will be adjusted to reflect the cost inputs adopted by the Authority and consistent with the recurring and nonrecurring rates established by the Authority for loop distribution.

TABLE 1

BELLSOUTH/CLEC INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

Network Interface Device, Per Month	$0.56
Loops, including NID, Per Month	
2 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
4 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
DS1, monthly	$86.00
NRC – 1st	$750.00
NRC – 1st [illegible]	$450.00
NRC – Manual Service Order Charge – 1st	$45.00
NRC – Manual Service Order Charge – Add'l	$15.00
Order Coordination – Time Specific	$55.00
Loop Channelization System (C.O.)	
Per System, per month	$493.00
Per System, NRC	$525.00
C.O. Channel Interface, per circuit, per month	$1.46
NRC	$8.00
Loop Distribution (2-Wire VG) (including NID), per month	$9.79
Loop Distribution (2-Wire VG) (excluding NID), per month	$9.23
Loop Distribution (2-Wire VG), NRC - 1st	$587.00
Loop Distribution (2-Wire VG), NRC - Add'l	$255.00
Unbundled Riser Cable (USL-R)	
Recurring, per month, per 2-wire pair	$2.06
Nonrecurring – First	$390.17
Nonrecurring – Additional, each	$293.26
Unbundled Network Terminating Wire (UNTW)	
Recurring, UNTW Pair, per pair, per month	$2.00
Nonrecurring	
- Site Visit Survey, per MDU/MTU, per terminal	$216.84
- Site Visit Set-up, Terminal Preparation, per terminal	
- First terminal	$95.77
- Additional, each additional terminal	$63.06
- Access Terminal Provisioning & 1st 25 pair panel	
- First terminal	$109.22
- Additional, each additional terminal	$108.11
- Existing Access Terminal Provisioning	
- First terminal	$34.31

- Additional	$33.19
- UNTW Pair Provisioning, per pair	
- First	$8.85
- Additional	$7.73
- Service Visit for Provisioning, per request.	
- per MDU/MTU Complex	$53.73
- Manual Service Order, NRC	$40.20
Local Switching, Per Month	
2 wire Port	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
4 wire (Coin) Port	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN Port (1) (2)	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire DID Port	$12.68
NRC	Appropriate charge from BST GSST A4.3.1
DS1 DID Port	$120.00
NRC	To be negotiated
4 wire ISDN Port	$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	$0.0019
Line Class codes for Selective Routing	Price shall be as determined by the TN Regulatory Authority.
End Office Switching	
Local termination	$.0019 per minute
Tandem Switching	$0.000676 per minute
Operator Systems	
Operator Call Handling- Station & Person, per call	$0.30
Automated Call Handling, per call	$0.15
Directory Assistance	$0.25
DA Call Completion	$0.12
Intercept	$0.15
Busy Line Verification	$0.90
Emergency Interrupt	$1.95
Dedicated Transport	
DS1 Local Channel	$133.81
NRC First	$868.97
NRC Add'l	$486.83
DS1 Interoffice Channel, facility termination	$90.00
, per mile	$23.00
, NRC, First/Add'l	$100.49
DS0 Interoffice Channel, facility termination	$38.37
, per mile	$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	$27.00

per month per mile (1-8)	$1.90
. per month per mile (9-25)	$1.90
. per month per mile (> 25))	$1.90
. NRC	$96.00
Shared Transport	
facility termination, per minute	$0.00036
per minute, per mile	$0.00004
CCS7 Signaling Connection per Link per month	
A link	$155.00 per link per month
non-recurring	$510.00 per link
B link	Not available pending development of mediation device
non-recurring	$510.00 per link
Signal Transfer Points	
CCS7 Signaling Usage per ISUP message per mo.	$0.000023 per message
CCS7 Signaling Usage per TCAP message per mo.	$0.00005 per message
CCS7 Signaling Termination per port per month	$355.00 per port
CCS7 Signaling Usage Surrogate per link per mo (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$395.00
Service Control Points	
LIDB transport, per query	$0.0003
LIDB validation, per query	$.038
NRC, each	$91.00
800/888	$0.004 per query
NRC Reservation charge, per 800 number reserved	$30.00 first, $0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	$67.50 first, $1.50 add'l
NRC Establishment charge, per 800 number established with POTS number delivery	$67.50 first, $1.50 add'l
NRC Change charge, per request	$48.50 first, $0.50 add'l
Service Control Points (cont'd)	
NRC customized area of service, per 800 number	$3.00 first, $1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	$3.50 first, $2.00 add'l
NRC call handling and destination features, per 800 number	$3.00 first, $3.00 add'l
AIN	To be determined upon development of mediation device

Call Transport and Termination	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	$0.000676
End Office switching, per minute	$0.0019
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$241.00
Per each four-fiber dry fiber arrangement	$1,808.19 First $922.95 Add'l
Selective Routing	TBD

Note(s):

(1) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.

TABLE 2

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding:	
Residential	$1.25 per line, one path
Business	$1.50 per line, one path
Each additional path	$ .50
NRC to establish Remote Call Forwarding	$25.00

TABLE 3

RECORDED USAGE DATA

(Interim rates)

Recording Services (only applied to unbundled operator services messages), per message	$0.008
Message Distribution, per message	$0.004
Data Transmission, per message	$0.001
Magnetic tape distribution per file	$54.95

AMENDMENT
TO THE
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Collocation Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and NEXTLINK entered into a Collocation Agreement on November 4, 1999, and;

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

1. Sections 3.4 and 3.5 of the Agreement are deleted in their entirety and substituted in their place are new sections 3.4 and 3.5, as follows:

3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between NEXTLINK's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. NEXTLINK shall be responsible for providing, and a supplier certified by BellSouth ("NEXTLINK's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. NEXTLINK or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At NEXTLINK's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. NEXTLINK must make arrangements with a BellSouth Certified Supplier for such placement.

3.5 NEXTLINK's Equipment and Facilities. NEXTLINK, or if required by this Agreement, NEXTLINK's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NEXTLINK. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

2. Section 9 of the Agreement is deleted in its entirety and substituted in its place is a new Section 9, as follows:

9. Security

Access. Pursuant to Security and Safety requirements below, NEXTLINK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. NEXTLINK agrees to provide the name and social security number, or date of birth, or driver's license number of each employee, contractor, or agents of NEXTLINK or NEXTLINK's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. NEXTLINK agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NEXTLINK employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with NEXTLINK or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement

Lost or Stolen Access Keys. NEXTLINK shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), NEXTLINK shall pay for all reasonable costs associated with the re-keying

Security and Safety Requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, or authorized agents of NEXTLINK will be permitted in the BellSouth Premises. NEXTLINK shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the NEXTLINK name. BellSouth reserves the right to remove from its premises any employee of NEXTLINK not possessing identification issued by NEXTLINK or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

NEXTLINK will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NEXTLINK employee being considered for work on the BellSouth Premises, for the states/counties where the NEXTLINK employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

NEXTLINK will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

NEXTLINK shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NEXTLINK shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor pedestrian

and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any NEXTLINK personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NEXTLINK chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NEXTLINK may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

For each NEXTLINK employee requiring access to a BellSouth Premises pursuant to this agreement, NEXTLINK shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, NEXTLINK will disclose the nature of the convictions to BellSouth at that time. In the alternative, NEXTLINK may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

At BellSouth's request, NEXTLINK shall promptly remove from the BellSouth's premises any employee of NEXTLINK BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of NEXTLINK is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

Notification to BellSouth. BST reserves the right to interview NEXTLINK's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide 24 hours notice (or shorter notice as may be agreed by the parties as reasonable under the circumstances) to NEXTLINK's Security contact of such interview. NEXTLINK and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NEXTLINK's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill NEXTLINK for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that NEXTLINK's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill NEXTLINK for BellSouth property which is stolen or damaged where an investigation determines the culpability of NEXTLINK's employees, agents, or contractors and where NEXTLINK agrees, in good faith, with the results of such investigation. NEXTLINK shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

3. Attachment 1 of the Amendment, attached hereto, shall be inserted as new rates and provisions into Exhibit B of the Agreement.

4. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Interim Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

Signature

R. Gerard Salemme
Printed Name

Senior Vice President
Title

April 19, 2000
Date

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

5/4/00
Date

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Access System			
PE1AX	Security system*	Per Central Office	$89.48	NA
NA	New Access Card	Per Card	$.06	$56.03
PE1AA	Activation*	Per Card		$15.71
PE1AR	Administrative change, existing card*	Per Card		$45.93
	Replace lost or stolen card*			

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, NEXTLINK shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to NEXTLINK. Each party shall keep its own records upon which a "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 agree that the Commission shall be called upon to resolve such differences.

AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK Tennessee, Inc. ("NEXTLINK"), as of the 17th of July 2000. (BellSouth and NEXTLINK are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on November 4, 1999, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to NEXTLINK unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 19:

19 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

19.1 GENERAL

BellSouth shall provide NEXTLINK access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 19.4 herein. BellSouth shall provide NEXTLINK with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

19.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow NEXTLINK the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz,

depending on equipment and facilities) for the purposes of providing voice service. NEXTLINK shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. NEXTLINK shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

19.1.2 The following loop requirements are necessary for NEXTLINK to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and NEXTLINK shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 19.4. BellSouth will condition loops to enable NEXTLINK to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and NEXTLINK shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If NEXTLINK requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, NEXTLINK shall pay for the loop to be restored to its original state.

19.1.3 NEXTLINK's meet point is the point of termination for NEXTLINK's or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the NEXTLINK's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the NEXTLINK's xDSL equipment in the NEXTLINK's collocation space.

19.1.4 NEXTLINK shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

19.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTERS

19.2.1 BellSouth will provide NEXTLINK with access to the High Frequency Spectrum as follows:

19.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, NEXTLINK and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Exhibit A of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of NEXTLINK's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and NEXTLINK will reevaluate this forty-two (42) day interval on or before August 1, 2000.

19.2.1.2 On or after June 6, 2000, once a splitter is installed on behalf of NEXTLINK in a central office, NEXTLINK shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

19.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide NEXTLINK access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide NEXTLINK with a carrier notification letter at least 30 days before of such change and

shall work collaboratively with NEXTLINK to select a mutually agreeable brand of splitter for use by BellSouth. NEXTLINK shall thereafter purchase ports on the splitter as set forth more fully below.

19.2.1.4 BellSouth will install the splitter in (i) a common area close to the NEXTLINK collocation area, if possible; or (ii) in a BellSouth relay rack as close to the NEXTLINK DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified NEXTLINK DS0 at such time that a NEXTLINK end user's service is established. The parties shall work collaboratively towards providing NEXTLINK the ability to hard-wire rather than cross connect to the splitter data ports.

19.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and NEXTLINK desires to continue providing xDSL service on such loop, NEXTLINK shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and NEXTLINK desires to continue providing xDSL service on such loop, NEXTLINK shall be required to purchase the full stand-alone loop unbundled network element. BellSouth shall give NEXTLINK notice in a reasonable time prior to disconnect, which notice shall give NEXTLINK an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice.

19.2.1.6 NEXTLINK and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and NEXTLINK agree that NEXTLINK is entitled

to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide NEXTLINK with access to feeder subloops at UNE prices. BellSouth and NEXTLINK will work together to establish methods and procedures for providing NEXTLINK access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

19.2.1.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

19.2.1.8 To order the High Frequency Spectrum on a particular loop, NEXTLINK must have a DSLAM, or access to a DSALM, that serves the end-user of such loop. BellSouth shall allow NEXTLINK to order splitters in central offices where NEXTLINK is in the process of collocating or augmenting their current collocation arrangement. BellSouth will begin billing NEXTLINK the Recurring and Non-Recurring charges associated with the splitter once notification of the completed splitter installation is provided to NEXTLINK by BellSouth via the splitter completion notice. BellSouth will install these splitters within the interval provided in paragraph 19.2.1.1.

19.2.1.9 BellSouth will devise a splitter order form that allows NEXTLINK to order a portion of the shelf or a full shelf of splitter ports.

19.2.1.10 BellSouth will provide NEXTLINK the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

19.2.1.11 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals:

19.2.1.11.1

Lines	FOC or Error notice	After LSR Receipt
1-5	48 hours manual Less than 24 hours electronic	3 Business days
6-10	48 hours manual Less than 24 hours electronic	5 Business days
10 +	48 hours manual	To Be Negotiated

	Less than 24 hours electronic	

BellSouth and NEXTLINK will re-evaluate these intervals on or before August 1, 2000. Upon BellSouth's deployment of real-time, flow through ordering systems referenced in 19.2.1.12, BellSouth will provide FOCs and error notification to NEXTLINK in real-time, or as close to real-time as possible, and in no event greater than a monthly average of 4 hours.

19.2.1.12 NEXTLINK will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. NEXTLINK and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. In particular, BellSouth will work with NEXTLINK to develop a real-time, mechanized, integratable preordering and ordering functionality with real-time flow through functionality with a target of the 4th Quarter 2000.

19.3 MAINTENANCE AND REPAIR

19.3.1 NEXTLINK shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. NEXTLINK may access the loop at the point where the combined voice and data signal exits the central office splitter.

19.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. NEXTLINK will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

19.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call NEXTLINK. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

19.3.4 BellSouth and NEXTLINK will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which NEXTLINK has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

19.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

19.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

19.3.4.3 BellSouth and NEXTLINK will work together to provide NEXTLINK the ability to have remote access to BellSouth's testing capability on a non discriminatory basis for those loops where NEXTLINK has access to the High Frequency Spectrum.

19.3.5 In the event NEXTLINK's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify NEXTLINK and allow twenty-four (24) hours to cure the trouble. If NEXTLINK fails to resolve the trouble, BellSouth may discontinue NEXTLINK's access to the High Frequency Spectrum on such loop.

19.4 PRICING

19.4.1 BellSouth and NEXTLINK agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices

will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon NEXTLINK's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

19.4.2 BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

DESCRIPTION	USOC	TN
SYSTEM, SPLITTER – 96 LINE CAPACITY	ULSDA	
Monthly recurring		$100
Non Recurring – 1st		$150
Non Recurring – Add'l.		$0
Non Recurring – Disconnect Only		$150
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB	
Monthly recurring		$25
Non Recurring		$150
Non Recurring – Add'l.		$0
Non Recurring – Disconnect Only		$150
LOOP CAPACITY, LINE ACTIVATION – PER OCCURRENCE	ULSDC	
Monthly recurring		$6.00
Non Recurring – 1st		$40
Non Recurring – Add'l.		$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE -	ULSDS	
Non Recurring – 1st		$30
Non Recurring – Add'l.		$15

19.4.3 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

2.0 BellSouth shall make available to NEXTLINK any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If NEXTLINK elects to adopt such agreement, NEXTLINK shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

By: _____

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 6-27-00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 7/12/00

EXHIBIT A

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.

2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.

3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000.

Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25-splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.

6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.

7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000, will be worked until after all orders received on or before April 28, 2000 have been completed.

9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, NorthPoint, New Edge

CLLI	Combined Ranking
MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151

1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99

293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255

728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSB	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307

11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359

527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

AMENDMENT
TO THE INTERCONNECTION
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED November 4, 1999

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 and approved by the Tennessee Regulatory Authority March 28, 2000 (the "Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement in the state of Tennessee and;

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

1. Enhanced Extended Link

1.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 1.2 below.

1.2 Definitions

1.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 1.3 following, and subject to the terms and conditions set forth in 1.4.1 below. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the NEXTLINK's POP serving wire center. Except as otherwise explicitly set forth herein, the circuit must be connected to NEXTLINK's switch for the purpose of provisioning telephone exchange service to NEXTLINK's end user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the NEXTLINK's POP and NEXTLINK's collocation space at the POP SWC, as stated in 1.4.1 below.

1.2.3 BellSouth shall make available to NEXTLINK those EEL combinations and transport described in Section 1.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. In addition, BellSouth will make available new combinations of loops and transport network elements in Density Zone 1, as defined in 47 C.F.R 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Fort Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, Except as stated above, other combinations of network elements will be provided to NEXTLINK only to the extent such network elements are Currently Combined.

1.2.4 Additionally, there may be instances wherein NEXTLINK will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the Agreement when unbundled network elements are used for interoffice transport.

1.3 <u>EEL Combinations</u>

1.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

1.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

1.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

1.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

1.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

1.3.6 DS1 Interoffice Channel + DS1 Local Loop

1.3.7 DS3 Interoffice Channel + DS3 Local Loop

1.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

1.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

1.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

1.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

1.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

1.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

1.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

1.4 Special Access Service Conversions

NEXTLINK may not convert special access services to combinations of loop and transport network elements, whether or not NEXTLINK self-provides its entrance facilities (or obtains entrance facilities from a third party), unless NEXTLINK uses the combination to provide a "significant amount of local exchange service," to a particular customer, as defined in 1.4.1 below. To the extent NEXTLINK converts its special access services to combinations of loop and transport network elements at UNE prices, NEXTLINK, hereby, certifies that it is providing a significant amount of local exchange service over such combinations, as set forth in 1.4.1 below. If, based on audits performed as set forth in this section, BellSouth concludes that NEXTLINK is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from NEXTLINK. Notwithstanding any provision in the Parties interconnection agreement to the contrary, BellSouth may only conduct such audits as reasonably

necessary to determine whether NEXTLINK is providing a significant amount of local exchange service over facilities provided as combinations of loop and transport network elements, and, except where noncompliance has been found, BellSouth shall perform such audits no more than once each calendar year. BellSouth shall provide NEXTLINK and the FCC at least thirty days notice of any such audit, shall hire an independent auditor to perform such audit, and shall be responsible for all costs of said independent audit, unless noncompliance is found, in which case NEXTLINK shall be responsible for reimbursement to BellSouth for the reasonable costs of such audit. NEXTLINK shall cooperate with said auditor, and shall provide appropriate records from which said auditor can verify NEXTLINK's local usage certification as set forth in 1.4.1 below. In no event, however, shall BellSouth or its hired auditor require records other than those kept by NEXTLINK in the ordinary course of business.

1.4.1 EEL combinations for DS1 level and above will be available only when NEXTLINK provides and handles a significant amount of the end user's local exchange service. NEXTLINK shall be deemed to be providing a significant amount of the end user's local exchange service where NEXTLINK meets one of the three circumstances set forth in 1.4.1.1, 1.4.1.2, or 1.4.1.3 below. NEXTLINK hereby certifies that all requests for EEL combinations, existing or new, shall meet one of these circumstances. Should extraordinary circumstances exist where NEXTLINK is providing a significant amount of local exchange service to an end user but does not qualify under any of these three circumstances, NEXTLINK may petition the FCC for a waiver of these requirements.

1.4.1.1 NEXTLINK certifies that it is the exclusive provider of the end user's local exchange service. In such circumstance, the EEL combination(s) must terminate at NEXTLINK's collocation arrangement at at least one BellSouth Central Office. Such EEL combinations may not be connected to other BellSouth tariffed services. NEXTLINK may use the EEL combination(s) that serve that end user to carry any type of traffic; or

1.4.1.2 NEXTLINK certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and, for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the EEL combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When such EEL combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. In the circumstance set forth in this subsection, the EEL combination(s) must terminate at NEXTLINK's collocation arrangement in at least one BellSouth Central Office. Such EEL combinations may not be

connected to other BellSouth tariffed services. NEXTLINK may use such EEL combinations to provide other services to the end user, so long as the local usage criteria set forth in this subsection are met; or

1.4.1.3 NEXTLINK certifies that it provides originating and terminating local dialtone service on at least 50 percent of the activated channels on a circuit, and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic. Further, the entire loop facility must have at least 33 percent local voice traffic. When such EEL combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. NEXTLINK does not need to provide a defined portion of the end user's local service, but the active channels, and the entire facility, must carry the amount of local exchange traffic specified in this option. In the circumstance set forth in this subsection, collocation is not required. Such EEL combinations may not be connected to other BellSouth tariffed services.

1.5 Rates

1.5.1 Subject to Section 1.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.3 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a nonrecurring charge as set forth in Exhibit A to this Amendment. If a rate element is listed as NA in Exhibit A, then the appropriate individual UNE rate listed in Attachment 12 of the existing Interconnection Agreement will apply.

2. All of the other provisions of the Agreement, dated November 4, 1999 and approved by the Tennessee Regulatory Authority March 28, 2000 shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

By: _____

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 9-5-00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Senior Director

Date: 9/6/00

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**TN**
Recurring Charges		
2-wire VG Loop per month, statewide	UEAL2	$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	$15.92
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	$20.79
2-wire VG Loop per month, Zone 3 (Note 1)	NA	$27.18
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83
DS1 Channelized System per month	MQ1	$165.21
VG (COCI) interface card per month	1D1VG	$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	$103.76
NRC-2-wire VG Local Loop - Add'l	UEAL2	$65.84
NRC-DS1 Channelization System -1st	MQ1	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMAN	$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month, statewide	UEAL4	$18.00
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	$27.18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83
DS1 Channelized System per month	MQ1	$165.21
VG (COCI) interface card per month	1D1VG	$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$124.84
NRC-4-wire VG Local Loop - 1st	UEAL4	$103.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	$65.84
NRC-DS1 Channelization System -1st	MQ1	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
Recurring Charges		
2-wire ISDN Loop per month, statewide	U1L2X	$18.00
2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83
DS1 Channelized System per month	MQ1	$165.21
2-wire ISDN(BRITE COCI) per month	UC1CA	$3.33

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
		Non-Recurring Charges - New EEL (Note 2)(Note 3)			
		NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$165.53	
		NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$124.84	
		NRC- 2-wire ISDN Local Loop - 1st	U1L2X	$58.50	
		NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	$31.00	
		NRC-DS1 Channelization System -1st	MQ1	$222.87	
		NRC-DS1 Channelization System - Add'l	MQ1	$135.80	
		NRC-2-wire BRITE(COCI)interface card -1st	UC1CA	$12.61	
		NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	$9.03	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
		DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:			
		Recurring Charges			
		4-wire 56kbps Loop per month, statewide	UDL56	$42.23	
		4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	$36.45	
		4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	$45.87	
		4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	$65.75	
		4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35	
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83	
		DS1 Channelized System per month	MQ1	$165.21	
		4-wire 56kbps card COCI per month	1D1DD	$2.46	
		Non-Recurring Charges - New EEL (Note 2) (Note 3)			
		NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$165.53	
		NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$124.84	
		NRC-4-wire 56kbps Local Loop - 1st	UDL56	$643.00	
		NRC-4-wire 56kbps Local Loop - Add'l	UDL56	$421.26	
		NRC-DS1 Channelization System -1st	MQ1	$222.87	
		NRC-DS1 Channelization System - Add'l	MQ1	$135.80	
		NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	$12.61	
		NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	$9.03	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
		DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:			
		Recurring Charges			
		4-wire 64kbps Loop per month, statewide	UDL64	$42.23	
		4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	$36.45	
		4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	$45.87	
		4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	$65.75	
		4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35	
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83	
		DS1 Channelized System per month	MQ1	$165.21	
		4-wire 64kbps card COCI per month	1D1DD	$2.46	
		Non-Recurring Charges - New EEL (Note 2) (Note 3)			
		NRC- DS1 interoffice - 1st	U1TF1	$165.53	
		NRC- DS1 interoffice - Add'l	U1TF1	$124.84	
		NRC-4-wire 64kbps Local Loop - 1st	UDL64	$103.76	
		NRC-4-wire 64kbps Local Loop - Add'l	UDL64	$65.84	
		NRC-DS1 Channelization System -1st	MQ1	$222.87	
		NRC-DS1 Channelization System - Add'l	MQ1	$135.80	
		NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	$12.61	
		NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	$9.03	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	DS1 Interoffice Channel and DS1 Interoffice Local Loop:			
	Recurring Charges			
	DS1 Loop per month,State wide	USLXX	NA	
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
	DS1 Loop per month, Zone 3 (Note 1)	NA	NA	
	DS1 Loop per month, Zone 4 (Note 1)	1L5XX	NA	
	Interoffice Channel - Dedicated - DS1 - per mile per month	U1TF1	NA	
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month			
	Non-Recurring Charges - New EEL (Note 2) (Note 3)	U1TF1	NA	
	NRC- DS1 interoffice - 1st	U1TF1	NA	
	NRC- DS1 interoffice - Add'l	USLXX	NA	
	NRC-DS1 Local Loop - 1st	USLXX	NA	
	NRC-DS1 Local Loop - Add'l	SOMEC	$3.50	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMAN	$19.99	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l			
	DS3 Interoffice Channel and DS3 Local Loop:			
	Recurring Charges	UE3PX	$607.28	
	DS3 Loop per Facility Termination per month	1L5ND	$23.76	
	DS3 Loop per mile	1L5XX	$760.20	
	Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	$5.89	
	Interoffice Channel - Dedicated - DS3 - per mile per month			
	Non-Recurring Charges - New EEL (Note 2)(Note 3)	U1TF3	$729.27	
	NRC- DS3 interoffice - 1st	U1TF3	$411.98	
	NRC- DS3 interoffice - Add'l	UE3PX	$829.52	
	NRC-DS3 Local Loop - 1st	UE3PX	$512.23	
	NRC-DS3 Local Loop - Add'l	SOMEC	$3.50	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMAN	$19.99	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l			
	STS-1 Interoffice Channel and STS-1 Local Loop:			
	Recurring Charges	UDLS1	$400.21	
	STS-1 Loop per Facility Termination per month	1L5ND	$30.53	
	STS-1 Loop per mile	U1TFS	$838.65	
	Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	1L5XX	$6.88	
	Interoffice Channel - Dedicated - STS-1 - per mile per month			
	Non-Recurring Charges - New EEL (Note 2)(Note 3)	U1TFS	$961.62	
	NRC- STS-1 interoffice - 1st	U1TFS	$625.84	
	NRC- STS-1 interoffice - Add'l	UDLS1	$829.52	
	NRC-STS-1 Local Loop - 1st	UDLS1	$512.23	
	NRC-STS-1 Local Loop - Add'l	SOMEC	$3.50	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMAN	$19.99	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l			
	DS3 Interoffice Channel and DS1 Local Loop:			
	Recurring Charges	USLXX	NA	
	DS1 Loop per month,State wide	TBD	NA	
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
	DS1 Loop per month, Zone 3 (Note 1)	NA	NA	
	DS1 Loop per month, Zone 4 (Note 1)	U1TF3	NA	
	Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA	
	Interoffice Channel - Dedicated - DS3 - per mile per month	MQ3	NA	
	DS3 Channelized System per month	UC1D1	NA	
	DS3 Interface per month (DS1 COCI)			

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS3 interoffice - 1st	U1TF3	NA
NRC- DS3 interoffice - Add'l	U1TF3	NA
NRC-DS1 Local Loop - 1st	USLXX	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA
NRC-DS3 Channelization System -1st	MQ3	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
STS-1 Interoffice Channel and DS1 Local Loop:		
Recurring Charges		
DS1 Loop per month,State wide	USLXX	NA
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA
DS3 Channelized System per month	MQ3	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC-DS1 Local Loop - 1st	USLXX	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA
NRC- STS-1 interoffice - 1st	U1TFS	NA
NRC- STS-1 interoffice - Add'l	U1TFS	NA
NRC-DS3 Channelization System -1st	MQ3	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
Recurring Charges		
2-wire VG Loop per month, statewide	UEAL2	$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	$18.33
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	$0.02
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 2-wire VG interoffice - 1st	U1TV2	$83.35
NRC- 2-wire VG interoffice - Add'l	U1TV2	$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
Recurring Charges		
4-wire VG Loop per month, statewide	UEAL4	NA
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
Interoffice Channel - Dedicated - 4-w[illegible] FacilityTermination per month	U1TV4	NA	
Interoffice Channel - Dedicated - 4-w[illegible] per mile per month	1L5XX	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:			
Recurring Charges			
4-wire 56kbps Loop per month, statewide	UDL56	$42.23	
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	$15.92	
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	$20.79	
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	$27.18	
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD5	$17.74	
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	$0.17	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 56kbps interoffice - 1st	U1TD6	$83.35	
NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	$20.88	
NRC-4-wire 56kbps Local Loop - 1st	U1TD5	$643.00	
NRC-4-wire 56kbps Local Loop - Add'l	U1TD5	$421.28	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:			
Recurring Charges			
4-wire 64kbps Loop per month, statewide	UDL64	$42.23	
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	$36.45	
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	$45.87	
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	$65.75	
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	U1TD6	$17.74	
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	$0.17	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	$729.27	
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	$411.98	
NRC-4-wire 64kbps Local Loop - 1st	UDL64	$829.52	
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	$512.2[illegible]	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	
	USOC	TN	
Local Loop:			
2-Wire Analog Voice Grade Loop - Service Level 1	UEAL2	$18.00	
Zone 1	TBD	$15.54	
Zone 2	TBD	$19.55	
Zone 3	TBD	$28.02	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UEAL2	NA	
NRC - Add'l	UEAL2	NA	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add'l	UEAL2	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
4-Wire Analog Voice Grade Loop	UEAL4	$18.00	
Zone 1	TBD	$15.54	
Zone 2	TBD	$19.55	
Zone 3	TBD	$28.02	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UEAL4	NA	
NRC - Add'l	UEAL4	NA	
NRC - Disconnect Charge - 1st	UEAL4	NA	
NRC - Disconnect Charge - Add'l	UEAL4	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
2-Wire ISDN Digital Grade Loop	U1L2X	$18.00	
Zone 1	TBD	$15.54	
Zone 2	TBD	$19.55	
Zone 3	TBD	$28.02	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	U1L2X	NA	
NRC - Add'l	U1L2X	NA	
NRC - Disconnect Dharge - 1st	U1L2X	NA	
NRC - Disconnect Charge - Add'l	U1L2X	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
4-Wire 56 kbps Digital Grade Loop	UDL56	$42.23	
Zone 1	TBD	$36.45	
Zone 2	TBD	$45.87	
Zone 3	TBD	$65.75	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UDL56	NA	
NRC - Add'l	UDL56	NA	
NRC - Disconnect Dharge - 1st	UDL56	NA	
NRC - Disconnect Charge - Add'l	UDL56	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	4-Wire 64 kbps Digital Grade Loop	UDL64	$42.23	
	Zone 1	TBD	$36.45	
	Zone 2	TBD	$45.87	
	Zone 3	TBD	$65.75	
	Zone 4	TBD	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 1st	UDL64	NA	
	NRC - Add'l	UDL64	NA	
	NRC - Disconnect Dharge - 1st	UDL64	NA	
	NRC - Disconnect Charge - Add'l	UDL64	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	4-Wire DS1 Digital Loop	USLXX	NA	
	Zone 1	TBD	NA	
	Zone 2	TBD	NA	
	Zone 3	TBD	NA	
	Zone 4	TBD	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 1st	USLXX	NA	
	NRC - Add'l	USLXX	NA	
	NRC - Disconnect Charge - 1st	USLXX	NA	
	NRC - Disconnect Charge - Add'l	USLXX	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	DS3 Loop			
	per mile per month	1L5ND	$30.53	
	facitility termination per month	UE3PX	$400.21	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - Facility Termination - 1st	UE3PX	NA	
	NRC - Facility Termination - Add'l	UE3PX	NA	
	NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	
	NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
	NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
	NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	STS-1 Loop			
	per mile per month	1L5ND	$30.53	
	facitility termination per month	UDLS1	$400.21	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	
	NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA	
	NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	
	NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
OC-3 Loop	1L5ND	$23.16
per mile per month	TBD	$620.20
facility termiantion per month		
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBD	NA
NRC - OC3 - Facility Termination - Add'l	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
OC-12 Loop	1L5ND	$28.51
per mile per month	TBD	$2,079
facility termination per month		
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC12 - Facility Termination - 1st	TBD	NA
NRC - OC12 - Facility Termination - Add'l	TBD	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect Add'l	UNCCC	$0.00
OC-48 Loop	1L5ND	$93.50
per mile per month	TBD	$1,832
facility termination per month	TBD	$570.54
OC-12 Interface on OC-48 Loop per month		
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC48 - Facility Termination - 1st	TBD	NA
NRC - OC48 - Facility Termination - Add'l	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	SOMEC	NA
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Channels:			
	Local Channel - Dedicated - 2-Wire VG			
	Monthly Recurring per month	ULDV2	$19.02	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	
	NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Channel - Dedicated - 4-Wire VG			
	Monthly Recurring per month	ULDV4	$20.14	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC-4-wire VG Local Channel - 1st	ULDV4	NA	
	NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Channel - Dedicated - DS1			
	DS1 Monthly Recurring per month	ULDF1	$40.27	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - DS1 Local Channel - 1st	ULDF1	NA	
	NRC - DS1 Local Channel - Add'l	ULDF1	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Channel - Dedicated - DS3	USOC	TN	
	DS3 Local Channel - per mile per month	1L5NC	$23.76	
	DS3 Local Channel - Facility Termination per month	ULDF3	$615.65	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	
	NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
Local Channel - Dedicated - STS-1		
STS-1 Local Channel - per mile per month	1L5NC	$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	$615.65
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channel - OC3		
Local Channel - OC3 - per Mile	TBA	$23.16
Local Channel - OC3 - per Facility Termination	TBA	$620.20
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channel - OC12	USOC	TN
Local Channel - OC12 - per Mile	TBA	$28.51
Local Channel - OC12 - per Facility Termination	TBA	$2,079
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC12 - Facility Termination - 1st	TBA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
Local Channel - OC48	USOC	TN
Local Channel - OC48 - per Mile	TBA	$93.50
Local Channel - OC48 - per Facility Termination	TBA	$1,832
Local Channel - OC12 interface on OC48 Facility	TBA	$570.54
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC48 - Facility Termination - 1st	TBA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
	NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
	NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	High Capacity Loops:			
	Local Loop - Dedicated - DS3			
	DS3 Local Loop- per mile per month	1L5ND	$30.53	
	DS3 Local Loop- per Facility Termination	UE3PX	$400.21	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	
	NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Loop - Dedicated - STS-1			
	STS-1 Local Loop - per mile	1L5ND	$30.53	
	STS-1 Local Loop- per Facility Termination	UDLS1	$400.21	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	
	NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Loop - OC3			
	Local Loop - OC3 - per Mile	TBA	$23.16	
	Local Loop - OC3 - per Facility Termination	TBA	$620.20	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - OC3 - Facility Termination - 1st	TBA	NA	
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
	NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Loop - OC12			
	Local Loop - OC12 - per Mile	TBA	$28.51	
	Local Loop - OC12 - per Facility Termination	TBA	$2,079	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - OC12 - Facility Termination - 1st	TBA	NA	

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	NRC - OC12 - Facility Termination - Add'l	TBA	NA	
	NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
	NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
	NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Local Loop - OC48			
	Local Loop - OC48 - per Mile	TBA	$93.50	
	Local Loop - OC48 - per Facility Termination	TBA	$1,832	
	Local Loop - OC12 interface on OC48 Facility	TBA	$570.54	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - OC48 - Facility Termination - 1st	TBA	NA	
	NRC - OC48 - Facility Termination - Add'l	TBA	NA	
	NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
	NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
	NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
	NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
	NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
	NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
	NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channels:			
	Interoffice Channel - Dedicated - 2-wire VG			
	Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.02	
	Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$18.33	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	
	NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channel - Dedicated - 4-wire VG			
	Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	
	Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	
	NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channel - Dedicated - DS0 - 56kbps			
	Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.17	
	Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$17.74	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	
	NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channel - Dedicated - DS0 - 64kbps			
	Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.17	
	Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$17.74	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	
	NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channel - Dedicated - DS1			
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.35	
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$75.83	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	
	NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Interoffice Channel - Dedicated - DS3 - per mile per month			
	Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$6.88	
	Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$840.61	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	
	NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
	NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
Interoffice Channel - Dedicated - STS-1			
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$5.89	
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$760.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
Interoffice Channel - OC3			
Interoffice Channel - OC3 - per Mile	1L5XX	$13.45	
Interoffice Channel - OC3 - per Facility Termination	TBA	$2,124	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Add'l	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
Interoffice Channel - OC12			
Interoffice Channel - OC12 - per Mile	TBA	$49.80	
Interoffice Channel - OC12 - per Facility Termination	TBA	$8,015	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Add'l	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
		Interoffice Channel - OC48			
		Interoffice Channel - OC48 - per Mile	TBA	$106.55	
		Interoffice Channel - OC48 - per Facility Termination	TBA	$11,632	
		Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,170	
		NRC - Ordinarily Combined in GA (Note 5)			
		NRC - OC48 - Facility Termination - 1st	TBA	NA	
		NRC - OC48 - Facility Termination - Add'l	TBA	NA	
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
		Channelization:			
		DS3 Channelization			
		DS3 Channelized System per month	MQ3	$222.98	
		DS3 Interface per month (DS1 COCI)	UC1D1	$3.91	
		NRC - Ordinarily Combined in GA (Note 5)			
		NRC - DS3 Channelization - 1st	MQ3	NA	
		NRC - DS3 Channelization - Add'l	MQ3	NA	
		NRC - Channel Activation - 1st	UC1D1	NA	
		NRC - Channel Activation - Add'l	UC1D1	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
		NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
		NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
		OR			
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
		NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
		NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
		DS1 Channelization			
		DS1 Channelized System per month	MQ1	$165.21	
		OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$2.46	
		VG interface card per month	1D1VG	$1.25	
		2-wire ISDN(BRITE card) per month	UC1CA	$3.33	
		NRC - Ordinarily Combined in GA (Note 5)			
		NRC - DS1 Channelization - 1st	MQ1	NA	
		NRC - DS1 Channelization - Add'l	MQ1	NA	
		NRC - Channel Activation VG - 1st	1D1VG	NA	
		NRC - Channel Activation VG - Add'l	1D1VG	NA	
		NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	
		NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	
		NRC - Channel Activation BRITE - 1st	UCICA	NA	
		NRC - Channel Activation BRITE - Add'l	UCICA	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	NA	
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].			
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
		Access to DCS - Customer Reconfiguration (FlexServ)			
		DS1 DSC Termination with DS0 Switching	TBD	TBD	
		DS1 DSC Termination with DS1 Switching	TBD	TBD	
		DS3 DSC Termination with DS1 Switching	TBD	TBD	
		NRC - Ordinarily Combined in GA:			
		NRC - Customer Configuration Establishment	TBD	TBD	
		NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	
		NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	
		NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	
		NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	
		NRC- DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD	
		NRC- DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD	
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD	
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD	
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.13	
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.17	
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	
	Notes :				
	1	Deaveraged Rates will be effective May 1, 2000			
	2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:			
		Florida - Miami, Orlando, Ft. Lauderdale			
		Louisiana - New Orleans			
		N. Carolina - Greensboro, Charlotte			
		Tennessee - Nashville			
	3	Unapproved rates are subject to true up.			
	4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.			
		* Examples:			
		- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel			
		- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel			
		- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card			
	5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.			
	6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.			

1208 G

AMENDMENT
TO THE
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement on November 4, 1999, and;

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

1. The original Amendment for Unbundled Copper Loops, dated July 17, 2000, is hereby deleted in its entirety and replaced as follows.

2. Section 2.5.3 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby amended by adding new sub-sections 2.5.3.1 – 2.5.3.9, Technical Requirements, and a new Section 2.7 providing for the Unbundled Copper Loops as set forth in Attachment 1 to this Amendment.

3. The terms and conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.7 as set forth in Attachment 1 to this Amendment.

4. The terms and conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.8 as set forth in Attachment 1 to this Amendment.

5. BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to copper twisted pair loop combination or UCL; (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the copper twisted pair loop of UCL; and (c) the ability of NEXTLINK to

request renegotiation of the terms and conditions herein, including pricing, based on any regulatory proceeding or BellSouth's offering of different terms, conditions, or rates to other parties. The interim rates set forth herein were adopted as a result of a compromise between parties and do not reflect either party's position as to final rates for access to the copper twisted pair loop combination or UCL.

6. BellSouth shall make available to NEXTLINK any agreement for the UCL entered into between BellSouth and any other CLEC, consistent with federal and state law. In addition, BellSouth shall make available any standard offering for UCL or xDSL-capable loops developed by BellSouth. If NEXTLINK elects to adopt a standard offering, NEXTLINK shall adopt all rates, terms and conditions relating to the UCL or xDSL-capable loops in such agreement.

7. All of the other provisions of the Agreement, dated November 4, 1999 and approved by the Tennessee Regulatory Authority on March 28, 2000, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

By: _____

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 9-29-00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 11/8/00

ATTACHMENT 1 TO THE AMENDMENT

2.5 (cont'd) Technical Requirements

2.5.3.1 For non-service specific loops described in 2.5.3 above (e.g. UCL, loops modified beyond applicable technical standards by NEXTLINK using the Unbundled Loop Modifications (ULM) process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.5.3.2 In cases in which NEXTLINK has requested that BellSouth modify a BellSouth loop in such a way that it no longer meets applicable technical specifications, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. Loops modified in this manner will be ordered and maintained as Unbundled Copper Loops.

2.5.3.3 Unbundled Copper Loops

The copper twisted pair loop described in 2.5.3 above shall be known as the Unbundled Copper Loop (UCL) and shall be subject to the rates and terms contained herein.

The UCL will be offered in two versions – Short and Long. A short UCL (18kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balanced tip-and-ring on UCLs.

2.5.3.4 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCLs. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.5.3.5 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. NEXTLINK may use the UCL for a variety of services, including xDSL (e.g., IDSL and SDSL) services, by attaching appropriate terminal equipment of NEXTLINK's choosing. NEXTLINK will determine the type of service that will be provided over the loop.

2.5.3.6 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, NEXTLINK agrees that BellSouth's UCL will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings.

2.5.3.7 The UCL shall be provided to NEXTLINK in accordance with BellSouth's Technical Reference 73600.

2.5.3.8 Rates

2.5.3.9 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

2.7 Loop Make Up Service Inquiry

2.7.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to NEXTLINK a Loop Make Up Service Inquiry process that will provide a description of the loop facility for a specific phone number or the loop facility(ies) (DCL and/or copper) serving a specific address. This information will allow NEXTLINK to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by NEXTLINK.

2.7.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.7.3 This process is available to NEXTLINK based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make up of the loop currently serving the that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make up information for the best available copper loop and the best available loop served by the DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make up information for the best available loop at that address. "Best Available", as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc.).

2.7.4 The interval for this Loop Make Up Service Inquiry process is seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

2.7.5 NEXTLINK shall submit a Service Inquiry for Loop Make Up to the NEXTLINK account representative or the CRSG. BellSouth will perform the loop make up and return the completed Loop Make Up to NEXTLINK. The Parties understand that Loop Make Up is offered in order for NEXTLINK to best determine the type of loop to order at a given location, and that Loop make UP will only reserve the facilities for a reasonable standard time interval, currently four business days.

2.7.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Make Up Service Inquiry for each state.

2.8 Loop Conditioning

2.8.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by NEXTLINK, whether or not BellSouth offers advanced services to the End User on that loop.

2.8.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.8.3 BellSouth shall recover the cost of line conditioning requested by NEXTLINK through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252(d)(1) of the Act and in compliance with FCC Rule 52.507(e).

2.8.4 In those cases where NEXTLINK has requested that BellSouth modify a loop so that it no longer meets technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

2.8.5 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state. Such rates shall serve as the interim rates, subject to true up, between the Parties upon the establishment of permanent rates.

EXHIBIT A

2-Wire Unbundled Copper Loop (18kft or less)*	**USOC**	**TN Rates**
Recurring	UCLPB	$12.16
Non-Recurring		
Non-Recurring 1st	UCLPB	$270.01
Non-Recurring Add'l	UCLPB	$234.63
Manual Svc Ord – 1st	SOMAN	
Manual Svc Ord – Add'l	SOMAN	
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1st & Add'l	UCLMC	$34.29
Disconnect – 1st	UCLPB	$74.54
Disconnect – Add'l	UCLPB	$39.14
2-Wire Unbundled Copper Loop (>18kft)*		
Recurring	UCL2L	$35.00
Non-Recurring		
Non-Recurring 1st	UCL2L	$270.01
Non-Recurring Add'l	UCL2L	$234.63
Manual Svc Ord – 1st	SOMAN	
Manual Svc Ord – Add'l	SOMAN	
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1st & Add'l	UCLMC	$34.29
Disconnect – 1st	UCL2L	$74.54
Disconnect – Add'l	UCL2L	$39.14
Unbundled Loop Modification		
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	$80.55
Load Coil/Equipment Removal per pair – Loops > 18 kft. First/ Add'l	ULM2G	$880.08/ $27.30
Bridged Tap Removal per pair unloaded	ULNBT	$121.14
Loop Make Up Service Inquiry*		
Per Service Inquiry	UMKLP	$233.75

* These rates are interim, subject to true-up

1208

AMENDMENT
TO THE
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC.
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED November 4, 1999

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement on November 4, 1999 and;

WHEREAS, the Parties desire to include in the agreement geographically deaveraged rates for unbundled loops pursuant to effective and applicable rules of the Federal Communications Commission;

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 Unbundled Network Element ("UNE") Loop Rates set forth in Attachment 12 of the Agreement are hereby amended to replace certain recurring rates with deaveraged UNE zone rates, as set forth in Exhibit A of this Amendment.

1.2 The deaveraged rates, upon the execution of this Amendment, shall remain in effect from the effective date of this Amendment throughout the remaining term of the Agreement unless different deaveraged UNE Loop and/or Loop/Port Combination rates are established by a Commission proceeding (e.g. arbitration or generic UNE cost proceeding). In the event different deaveraged rates are established as the result of a Commission proceeding, the Parties shall amend the Agreement to incorporate such rates. The deaveraged rates shall become effective as June 1, 2000.

1.3 The Parties agree that until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to this Amendment; prior Zone 1 billing shall not be subject to true up.

2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.	**BellSouth Telecommunications, Inc.**
By:	By:
Name: R.Gerard Salemme	Name: Jerry Hendrix
Title: Senior Vice President	Title: Senior Director
Date: 9-29-00	Date: 11/6/00

TN Deaveraged UNE Loop Rates

TENNESSEE

UNE RATE ELEMENT (Recurring only)	Statewide Loop Rate	Zone 1 88.42%	Zone 2 115.48%	Zone 3 151.00%
2-wire analog voice grade loop - service level 1	$ 18.00	$ 15.92	$ 20.79	$ 27.18
2-wire analog voice grade loop - service level 2	$ 18.00	$ 15.92	$ 20.79	$ 27.18
4-wire analog voice grade loop	$ 18.00	$ 15.92	$ 20.79	$ 27.18
2-wire ISDN digital grade loop	$ 18.00	$ 15.92	$ 20.79	$ 27.18

Foundation for Zones:
HCPM and Rate Groups

Note:
These Rates were agreed to by TN TRA 4/26/00.

'258 =

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Agreement, (the "Amendment") NEXTLINK Tennessee, Inc. ("NEXTLINK") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants 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. NEXTLINK has changed the name of said business to XO Tennessee, Inc., a Washington corporation. The Interconnection Agreement is hereby amended to reflect the name change.

2. All of the other provisions of the Interconnection Agreement, dated November 4, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: _____

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 10-30-00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Senior Director

Date: 11-13-00

AMENDMENT TO THE AGREEMENT BETWEEN XO TENNESSEE, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement").

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

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

1. Consistent with the Ruling by the Tennessee Regulatory Authority, the Agreement is hereby amended to delete the definition of Local Traffic in Part B of the General Terms and Conditions and replace with the following definition:

   Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. Of BellSouth's General Subscriber Service Tariff. Consistent with the Tennessee Regulatory Authority's decision in Docket 99-00797, traffic that originated from or terminates to an enhanced service provider or information service provider shall be treated as Local Traffic for purposes of reciprocal compensation.

2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.
By: _____
Name: R. Gerard Salemme
Title: Senior Vice President
Date: 1-24-01

BellSouth Telecommunications, Inc.
By: _____
Name: Elizabeth F.A. Shiroishi
Title: Managing Director
Date: 1-24-01

SIXTH AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

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

1. Attachment 4 of the Interconnection Agreement is hereby amended to include the following rates for Fiber Cross Connects:

USOC	CROSS CONNECTS	UNIT	RECURRING RATE (RC)	NON-RECURRING RATE (NRC)
PE1F2	2 – fiber	Per Cross Connect	$3.82	First/Add'l $52.37/$38.89
PE1F4	4 – fiber	Per Cross Connect	$6.79	First/Add'l $65.03/$51.55

2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.	**BellSouthTelecommunications, Inc.**
By:	**By:**
Name: R.Gerard Salemme	**Name:** Patrick C. Finlen
Title: Senior Vice President	**Title:** Managing Director
Date: 2-23-01	**Date:** 3/1/01

Amendment to Master
Interconnection Agreement between
XO Tennessee, Inc. and
BellSouth Telecommunications, Inc.
Dated November 4, 1999

Pursuant to this Agreement (the "Agreement"), XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and XO dated November 4, 1999.

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, XO and BellSouth hereby covenant and agree as follows:

1. Delete in its entirety the Local Traffic definition in the General Terms and Conditions and replace with a new definition as follows:

   1.1 Local Traffic. Local traffic shall be as is defined in Section 8 of Attachment 3.

2. Delete in its entirety Section 3.9.3 of Attachment 3 and replace with a new Section 3.9.3 as follows:

   3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for XO's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group). When using MTA, the charges as specified in the Interconnection Agreement for the additional transport and tandem switching will be assessed on an elemental basis in addition to the reciprocal compensation or inter-carrier compensation rate set forth in Section 8. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate in good-faith appropriate rates, terms and conditions for MTA.

3. Delete in its entirety Section 8 of Attachment 3 and replace with a new Section 8 as follows:

8. Interconnection Compensation

8.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP Bound Traffic

8.1.1 Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.

8.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound traffic at the following rates:

1/1/01-12/31/01	$.00175 per MOU
1/1/02-11/3/02	$.0015 per MOU

8.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP bound traffic as set forth in Section 8.1.2. It is expressly understood and agreed that this compensation arrangement for ISP-bound traffic is being entered into in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to December 31, 2000, which is hereby given.

8.1.3.1 The Parties recognize and agree that the FCC will issue subsequent decisions on ISP-bound traffic and/or Local Traffic ("Subsequent Decisions"). The Parties expressly agree that, once such an FCC order is effective, they will amend, within 45 calendar days, this Attachment and the parties' current Interconnection Agreement to implement such Subsequent Decision on a going forward basis, retroactive to the effective date of the Subsequent Decision. In the event that the FCC order prescribes treatment only for ISP-bound traffic, and not Local Traffic, either Party may request to renegotiate the rates for Local Traffic contained in Section 8.1.2 in the Amendment incorporating the FCC order. The Parties further agree that there will be no true-up of amounts paid prior to the effective date of the Subsequent Decision.

8.1.3.2 XO agrees that it will not seek to elect reciprocal compensation or inter-carrier compensation for rates, terms, or conditions from another interconnection agreement that are inconsistent with the provisions set forth in Sections 8.1.1-8.1.3.2, as well as Section 15.1 of the General Terms and Conditions prior to a Subsequent Decision. After a Subsequent Decision, XO may seek to elect reciprocal compensation or inter-carrier compensation rates, terms, and conditions from another interconnection agreement in accordance with the provisions of the Subsequent Decision.

All other provisions of the Interconnection Agreement, dated November 4, 1999, shall remain in full force and effect.

Either or both of the Parties are authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Exec. Director

Date: 4/23/01

XO Tennessee, Inc.

By: _____

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 4-18-01

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

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

1. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following sub-sections 2.2.4.1 and 2.2.4.2.

   2.2.4.1 BellSouth shall make available the 2-wire Universal Digital Channel (IDSL Compatible). The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

   2.2.4.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2. Section 2.2.5 of Attachment 2 of the Agreement is hereby deleted in its entirety and replaced with a new Section 2.2.5 as follows:

   2.2.5 As a chargeable option on all unbundled loops except SL1, Universal Digital Channel (UDC) and the Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination-Time Specific (OC-TS). This will allow XO the ability to specify the time that the coordinated conversation takes place. The order coordination –

time specific rates are contained in Attachment 12 and are applied on a per order basis. BellSouth shall refund such order coordination-time specific rate if the conversion does not occur at the time XO specifies in its LSR pursuant to intervals set forth in Attachment 11. XO will order unbundled loops and pay appropriate charges for such loops as set forth in Attachment 12.

3. Attachment 12 of the Agreement is amended to incorporate rates for the UDC as set forth in Exhibit 1 to this Amendment.

3. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.	**BellSouthTelecommunications, Inc.**
By:	**By:**
Name: R. Gerard Salemme	**Name:** Gregory R Follensbee
Title: Senior Vice President	**Title:** Senior Director
Date: 8-28-01	**Date:** 9/20/01

UNBUNDLED NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
UNBUNDLED EXCHANGE ACCESS LOOP																	
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

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

1. Attachment 4 of the Agreement is hereby amended to include the 2-Wire and 4-Wire Cross Connect rates set forth in Exhibit 1, attached hereto.

2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: D. Shaffer

Name: DANA SHAFFER

Title: VICE PRESIDENT

Date: 10-3-01

BellSouthTelecommunications, Inc.

By: G R Follensbee

Name: Gregory R Follensbee

Title: Senior Director

Date: 10/3/01

EXHIBIT 1

BELLSOUTH/XO TN
COLLOCATION
Tennessee

Attachment 4

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		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	Incremental Charge - Manual Svc Order vs. Electronic-Disc
							Rec	First	Add'l	First	Add'l	UOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	$0.033	$33.82	$31.92								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	$0.066	$33.94	$31.95								
	*	Interim rates which are subject to true-up.															

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN XO TENNESSEE, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

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

1. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following sub-sections 2.2.4.3 and 2.2.4.4.

2.2.4.3 BellSouth shall make available the 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.4.4 BellSouth shall also make available the 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2. Attachment 12 of the Agreement is amended to incorporate rates for the 2-wire ADSL-Compatible Loop and the 2-Wire and 4-Wire HDSL-Compatible Loop. Such rates are as set forth in Exhibit 1 attached hereto.

3. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: _____

Name: Dana Shaffer

Title: VP

Date: 1/10/02

BellSouth Telecommunications, Inc.

By: _____

Name: Greg Follensbee

Title: Senior Director

Date: 1/10/02

UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 — Exhibit: B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Disconnect First	Disconnect Add'l	OSS RATES ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
	OPERATIONAL SUPPORT SYSTEMS															
	NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (SBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the SBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS Interactive Interfaces (Regional)				SOMEC		3.50									
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.60	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									

EXHIBIT 2

LOCAL INTERCONNECTION - Tennessee

Attachment: 3 | Exhibit: A

CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
							Nonrecurring		Nonrecurring Disconnec		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	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	END OFFICE SWITCHING															
	End Office Switching Function, Per MOU			OHD		0.0008041										
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0009778										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778										
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements.															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000064										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871										
LOCAL INTERCONNECTION (TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
	Interoffice Channel - Dedicated Transport-2W VG-Per Mile per month			OHL, OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport- 2- Wire VG - Facility Termination per month			OHL, OHM	1L5NF	18.58	17.37		3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	17.37		3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	76.27		14.99							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	176.56		105.91							
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire VG per month			OHL, OHM	TEFV2	19.02	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire VG per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.

EXHIBIT 3

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to LoadPoint in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to LoadPoint. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require LoadPoint to purchase other Network Elements or services.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment LoadPoint used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.3 BellSouth shall, upon request of LoadPoint, and to the extent technically feasible, provide to LoadPoint access to its Network Elements for the provision of LoadPoint's telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 LoadPoint may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner LoadPoint chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by LoadPoint to the designated LoadPoint collocation space.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Rates

1.6.1 The prices that LoadPoint shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If LoadPoint purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.6.2 Rates, terms and conditions for order cancellation charges and expedite charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.6.3 If LoadPoint modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by LoadPoint in accordance with FCC No. 1 Tariff, Section 5.

1.6.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to LoadPoint's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification (ULM) process, then LoadPoint can use the Special Construction (SC) process to request that BellSouth place facilities in order to meet LoadPoint's loop requirements. Standard Loop intervals shall not apply to the SC process.

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The Loop shall be provided to LoadPoint in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.6 LoadPoint may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where LoadPoint has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and LoadPoint shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by LoadPoint using the ULM process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 LoadPoint will be responsible for testing and isolating troubles on the Loops. LoadPoint must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, LoadPoint will be required to provide the results of the LoadPoint tests which indicate a problem on the BellSouth provided loop.

2.1.8.2 Once LoadPoint has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

2.1.8.3 If LoadPoint reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge LoadPoint for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If LoadPoint reports trouble on a designed loop and no trouble is found, BellSouth will charge LoadPoint for any dispatch and testing outside the central office.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 "Order Coordination" (OC) allows BellSouth and LoadPoint to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to LoadPoint's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 "Order Coordination – Time Specific" (OC-TS) allows LoadPoint to order a specific time for OC to take place. BellSouth will make every effort to accommodate LoadPoint's specific conversion time request. However, BellSouth reserves the right to negotiate with LoadPoint a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. LoadPoint may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If LoadPoint specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by LoadPoint when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in LoadPoint's Interconnection Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to LoadPoint pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document (EI)	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as EI Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops -SL-2 (including 2 and 4W UVL)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on UDC)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, LoadPoint must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that LoadPoint will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by LoadPoint. LoadPoint may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that LoadPoint may request further testing on UVL-SL1 loops. Loop Testing is available for new and reuse of BellSouth facilities. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to LoadPoint. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow LoadPoint to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop
2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)
2.3.2.3 2-wire Unbundled ADSL Compatible Loop
2.3.2.4 2-wire Unbundled HDSL Compatible Loop
2.3.2.5 4-wire Unbundled HDSL Compatible Loop
2.3.2.6 4-wire Unbundled DS1 Digital Loop
2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
2.3.2.8 DS3 Loop
2.3.2.9 STS-1 Loop
2.3.2.10 OC3 Loop
2.3.2.11 OC12 Loop
2.3.2.12 OC48 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. LoadPoint will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12kft long and may have up to 2,500 feet of bridged tap (inclusive of loop length).

It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

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

2.3.9 STS-1 Loop. This is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. These are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.4 **Unbundled Copper Loops (UCL)**

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a

copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18kft or less) is provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18kft) is provisioned as a dry copper twisted pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by LoadPoint.

2.4.2.5 These loops are not intended to support any particular services and may be utilized by LoadPoint to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short
2.4.2.6.2 2-Wire UCL-D/long
2.4.2.6.3 4-Wire UCL-D/short
2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6kft of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18kft in length, although the UCL-ND will not have a specific length limitation. For loops less than 18kft and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission

channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, LoadPoint can request Loop Make Up for which additional charges would apply.

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that LoadPoint may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by LoadPoint to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 LoadPoint may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridged tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

2.5.2 BellSouth shall condition Loops, as requested by LoadPoint, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, LoadPoint will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that LoadPoint can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. LoadPoint will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.5.4 In those cases where LoadPoint has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The ULM offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18kft; 2) removal of devices on 2-wire or 4-wire Loops longer than 18kft; and 3) removal of bridged taps on loops of any length.

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

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where LoadPoint has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to LoadPoint. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to LoadPoint (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. LoadPoint will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that

separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1.1 BellSouth shall permit LoadPoint to connect LoadPoint's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 LoadPoint may access the end user's customer-premises wiring by any of the following means and LoadPoint shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 BellSouth shall allow LoadPoint to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.2.1.2 Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.2.1.4 Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be LoadPoint's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of

the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with LoadPoint to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.3 Technical Requirements

2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to LoadPoint's NID.

2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. LoadPoint may request BellSouth do additional work to the NID on a time and material basis. When LoadPoint deploys its own local loops with respect to multiple-line termination devices, LoadPoint shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.8.2.4 If LoadPoint requests a UCSL and it is not available, LoadPoint may request the Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

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

2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, LoadPoint shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. LoadPoint's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.8 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by LoadPoint is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet LoadPoint's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate LoadPoint's request for Unbundled Sub-Loops, LoadPoint may request BellSouth's Special Construction (SC) process to determine additional costs

required to provision the Unbundled Sub-Loops. LoadPoint will have the option to proceed under the SC process to modify the BellSouth facilities.

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

2.8.2.10 Once the site set-up is complete, LoadPoint will request sub-loop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when LoadPoint requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by LoadPoint for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.8.3.3 Requirements

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

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

2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premise, representatives of both

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

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

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

2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of LoadPoint's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 LoadPoint will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction (SC) process to determine the costs to provide the sub-loop feeder element to LoadPoint. LoadPoint will then have the option of paying the SC charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a DLR for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)

2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.

2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.

2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.

2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.

2.8.4.7 Requirements

2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.

2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a DLR for this network element.

2.8.4.7.3 Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to LoadPoint Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to LoadPoint at LoadPoint's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to LoadPoint's

collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, LoadPoint may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of LoadPoint's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of LoadPoint's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to LoadPoint's demarcation point associated with LoadPoint's collocation space within the SWC that serves the RT. USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 LoadPoint is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow LoadPoint's sub-loops to be placed on the USLC and transported to LoadPoint's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for LoadPoint to utilize Dark Fiber Loops.

2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with LoadPoint's collocation space in the end user's serving wire center.

2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 Requirements

2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at LoadPoint's request subject to time and materials charges.

2.8.7.4.3 LoadPoint is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to LoadPoint information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry (SI) from LoadPoint.

2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to LoadPoint within twenty (20) business days after LoadPoint submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable LoadPoint to connect or splice LoadPoint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to LoadPoint (LMU) information so that LoadPoint can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment LoadPoint intends to install and the services LoadPoint wishes to provide. This section addresses LMU as a preordering transaction, distinct from LoadPoint ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide LoadPoint LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote

concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to LoadPoint as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 LoadPoint may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by LoadPoint and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee LoadPoint's ability to provide advanced data services over the ordered loop type. Further, if LoadPoint orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. LoadPoint is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**.

2.9.2.1 LoadPoint may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if LoadPoint needs further loop information in order to determine loop service capability, LoadPoint may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, LoadPoint may reserve up to ten Loop facilities. For a Manual LMUSI, LoadPoint may reserve up to three Loop facilities.

2.9.3.2 LoadPoint may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to

LoadPoint. During and prior to LoadPoint placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If LoadPoint does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. LoadPoint will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, LoadPoint does not reserve facilities upon an initial LMUSI, LoadPoint's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.9.4.2 Where LoadPoint has reserved multiple Loop facilities on a single reservation, LoadPoint may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to LoadPoint, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by LoadPoint. If the ordered Loop type is not available, LoadPoint may utilize the ULM process or the SC process, as applicable, to obtain the Loop type ordered.

3 **High Frequency Spectrum Network Element**

3.1 General

3.1.1 BellSouth shall provide LoadPoint access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow LoadPoint the ability to provide Digital Subscriber Line (xDSL) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. LoadPoint shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.4 BellSouth will provide Loop Modification to LoadPoint on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at http://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If LoadPoint requests that BellSouth modify a Loop longer than 18kft and such modification significantly degrades the voice services on the Loop, LoadPoint shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide LoadPoint with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, LoadPoint must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

3.2.1.2 LoadPoint may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of LoadPoint's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of LoadPoint in a central office in which LoadPoint is located, LoadPoint shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and LoadPoint shall pay the electronic or manual ordering charges as applicable when LoadPoint orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide LoadPoint access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to LoadPoint's xDSL equipment in LoadPoint's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide LoadPoint with a carrier notification letter, informing LoadPoint of change. LoadPoint shall purchase ports on the splitter in increments of 8 or 24 ports.

3.2.1.5 BellSouth will install the splitter in (i) a common area close to LoadPoint's collocation area, if possible; or (ii) in a BellSouth relay rack as close to LoadPoint's DS0 termination point as possible. LoadPoint shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for LoadPoint on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified LoadPoint DS0 at such time that a LoadPoint end user's service is established.

3.2.1.6 LoadPoint may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. LoadPoint may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.

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

3.2.1.8 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and LoadPoint desires to continue providing xDSL service on such Loop, LoadPoint shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give LoadPoint notice in a reasonable time prior to disconnect, which notice shall give LoadPoint an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and LoadPoint purchases the full stand-alone Loop, LoadPoint may elect the type of loop it will purchase. LoadPoint will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event LoadPoint purchases a voice grade Loop, LoadPoint acknowledges that such Loop may not remain xDSL compatible.

3.2.1.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

3.2.2.1 LoadPoint shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA)

for use with High Frequency Spectrum.

3.2.2.2 BellSouth will provide LoadPoint the LSR format to be used when ordering the High Frequency Spectrum.

3.2.2.2.1 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.2.2.2.2 BellSouth will provide LoadPoint access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and LoadPoint shall pay the rates for such services, as described in Exhibit B.

3.2.2.2.3 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for LoadPoint's data.

3.2.3 **Maintenance and Repair**

3.2.3.1 LoadPoint shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If LoadPoint is using a BellSouth owned splitter, LoadPoint may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If LoadPoint provides its own splitter, it may test from the collocation space or the Termination Point.

3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. LoadPoint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2.3.3 LoadPoint shall inform its end users to direct data problems to LoadPoint, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to LoadPoint, BellSouth will notify LoadPoint. LoadPoint will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, LoadPoint will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue LoadPoint's access to the High Frequency Spectrum on such

loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.2.4 **Line Splitting**.

3.2.4.1 **General**

3.2.4.2 Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. LoadPoint shall provide BellSouth with a signed Letter of Authorization (LOA) between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.

3.2.4.3 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When LoadPoint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the NID at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the NID at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.2.4.4 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.2.4.5 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by LoadPoint or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

3.2.4.6 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of LoadPoint or its authorized agent to determine if the loop is compatible for Line Splitting Service. LoadPoint or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and LoadPoint or its authorized agent submits a LSR to BellSouth to change the loop.

3.2.4.7 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

3.2.4.8 **Ordering**

3.2.4.9 LoadPoint shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFAs for use with Line Splitting.

3.2.4.10 BellSouth shall provide LoadPoint the LSR format to be used when ordering Line Splitting service.

3.2.4.11 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com.

3.2.4.12 BellSouth will provide LoadPoint access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and LoadPoint shall pay the rates for such services as described in Exhibit B.

3.2.4.13 BellSouth will provide loop modification to LoadPoint on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: HTTP://www.interconnection.bellsouth.com/html/unes.html. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

3.2.4.14 **Maintenance**

3.2.4.15 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. LoadPoint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2.4.16 LoadPoint shall inform its end users to direct data problems to LoadPoint, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.4.17 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.4.18 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

3.2.4.19 If LoadPoint is not the data provider, LoadPoint shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.

3.2.5 **Remote Site High Frequency Spectrum**

3.2.5.1 Remote Site Line Sharing is being developed by the Line Sharing Collaborative, as described on the BellSouth website at www.interconnection.BellSouth.com. Processes, rates, terms, or conditions for ordering or provisioning of this product have not been finalized. BellSouth and LoadPoint shall work within the Line Sharing Collaborative to develop the processes, terms, and conditions required to implement Remote Site Line Sharing. Upon finalization of the appropriate and required processes, rates, terms, and conditions, the Parties shall amend the Agreement to incorporate those processes, rates, terms, and conditions.

4 **Local Switching**

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to LoadPoint for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to LoadPoint for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as

well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for LoadPoint when LoadPoint serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in the following MSA: Nashville, TN and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.2.3 In the event that LoadPoint orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in the MSA listed above, BellSouth shall charge LoadPoint the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to LoadPoint's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that LoadPoint purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a LoadPoint local end user, or originated by a BellSouth local end user and terminated to a LoadPoint local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge LoadPoint the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and LoadPoint shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.7 BellSouth shall assess LoadPoint retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if LoadPoint has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

4.2.8 Where LoadPoint purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a LoadPoint end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's GSST. For such local calls, BellSouth will charge LoadPoint the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and LoadPoint shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill LoadPoint the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and LoadPoint shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

4.2.11.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

4.2.11.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.11.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.11.4 BellSouth will provide to LoadPoint selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by LoadPoint will be made pursuant to the BFR/NBR Process as set forth in this Agreement.

4.2.12 **Provision for Local Switching**

4.2.12.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.2.12.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to LoadPoint all AIN triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by LoadPoint.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 LoadPoint shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

4.2.13.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between

trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by LoadPoint and BellSouth;

4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;

4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to LoadPoint.

4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.3.2.4 Tandem Switching shall process originating toll-free traffic received from LoadPoint's local switch.

4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

4.3.3 Upon LoadPoint's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for LoadPoint's traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of LoadPoint. AIN Selective Carrier Routing will provide LoadPoint with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 LoadPoint shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by LoadPoint, the routing of LoadPoint's end user calls shall be pursuant to information provided by LoadPoint and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, LoadPoint shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each LoadPoint end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. LoadPoint shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to LoadPoint's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to LoadPoint, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The non-recurring End Office Establishment Charge will be billed to LoadPoint following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to LoadPoint following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to LoadPoint following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services LoadPoint seeks to offer;

4.5.2.3 BellSouth has not permitted LoadPoint to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has LoadPoint obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.5.2.4 BellSouth has deployed packet switching capability for its own use.

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to LoadPoint for the provision of a telecommunications service.

5 Unbundled Network Element Combinations

5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Transport Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3 **Enhanced Extended Links (EELs)**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (EEL) as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.5 following. LoadPoint shall provide to BellSouth a letter certifying that LoadPoint is providing a significant amount of local exchange service (as described in Sections 5.3.7.2, 5.3.7.3, 5.3.7.4, or 5.3.7.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to LoadPoint's POP serving wire center. The circuit must be connected to LoadPoint's switch for the purpose of provisioning telephone exchange service to LoadPoint's end-user customers. The EEL will be connected to LoadPoint's facilities in LoadPoint's collocation space at the POP SWC, or LoadPoint may purchase BellSouth's access facilities between LoadPoint's POP and LoadPoint's collocation space at the POP SWC.

5.3.3 When ordering EEL combinations, LoadPoint shall provide to BellSouth a letter certifying that LoadPoint will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.6 below, and shall indicate under what local usage option LoadPoint seeks to qualify. LoadPoint shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 5.3.7.2 through 5.3.7.4 is met. BellSouth shall have the right to audit LoadPoint's records to verify that LoadPoint is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.3.7.6 of this Attachment.

5.3.4 BellSouth shall provide EEL combinations to LoadPoint in Tennessee regardless of whether or not such EELs are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to LoadPoint in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Nashville, TN MSA.

5.3.5 **EEL Combinations**

5.3.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
5.3.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
5.3.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
5.3.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
5.3.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
5.3.5.6 DS1 Interoffice Channel + DS1 Local Loop
5.3.5.7 DS3 Interoffice Channel + DS3 Local Loop
5.3.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
5.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
5.3.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
5.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
5.3.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
5.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
5.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.6 To order EELs LoadPoint must meet the requirements in Section 5.3.7.2 or 5.3.7.3.

5.3.7 **Special Access Service Conversions**

5.3.7.1 LoadPoint may not convert special access services to combinations of loop and transport network elements, whether or not LoadPoint self-provides its entrance facilities (or obtains entrance facilities from a third party), unless LoadPoint uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent LoadPoint requests to convert any special access services to combinations of loop and transport network elements at UNE prices, LoadPoint shall provide to BellSouth a letter certifying that LoadPoint is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option LoadPoint seeks to qualify for conversion of special access circuits. LoadPoint shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.2 LoadPoint certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at LoadPoint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, LoadPoint is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. LoadPoint can then use the loop-transport combinations that serve the

end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.3 LoadPoint certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at LoadPoint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.4 LoadPoint certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. LoadPoint does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.7.5 In addition, there may be extraordinary circumstances where LoadPoint is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7. In such case, LoadPoint may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon LoadPoint's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.6 BellSouth may at its sole discretion audit LoadPoint records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and LoadPoint shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, LoadPoint shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that LoadPoint is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in this Agreement. In the event that BellSouth prevails,

BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from LoadPoint.

5.3.7.7 LoadPoint may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.8 **Rates**

5.3.8.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.3.8.2 For combinations of loop and transport network elements not set forth in Section 5.3.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.8.3 To the extent that LoadPoint seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, LoadPoint, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.9 **Multiplexing**

5.3.9.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In Tennessee, BellSouth shall make available to LoadPoint, in accordance with Section 5.4.2 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network.

5.4.2 Rates

5.4.2.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.4.2.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring

and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

5.4.2.3 To the extent that LoadPoint seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, LoadPoint, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to LoadPoint a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent LoadPoint will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

5.6.2.1 Except as set forth in section 5.6.3 below, in Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Nashville, TN MSA to LoadPoint if LoadPoint's customer has 4 or more DS0 equivalent lines.

5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

5.6.4 Combination Offerings

5.6.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6 Transport, Channelization and Dark Fiber

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and LoadPoint.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.2 BellSouth shall:

6.1.2.1 Provide LoadPoint exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

6.1.2.3 Permit, to the extent technically feasible, LoadPoint to connect such interoffice facilities to equipment designated by LoadPoint, including but not limited to, LoadPoint's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, LoadPoint to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.

6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between LoadPoint's Point of Presence (POP) and LoadPoint's collocation space in the BellSouth Serving Wire Center for LoadPoint's POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to LoadPoint.

6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to LoadPoint designated traffic.

6.2.2.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.

6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.2.2.4.1 DS0 Equivalent;
6.2.2.4.2 DS1;
6.2.2.4.3 DS3; and
6.2.2.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. LoadPoint shall specify the termination points for Dedicated Transport.

6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.2.7 BellSouth Technical References:

6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.2.7.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.2.7.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, LoadPoint may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.
6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.3 BellSouth shall make available the following Central Office Channel Interfaces (COCI):

6.3.3.1 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.3.2 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.3 Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.3.4 Technical Requirements

6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, LoadPoint's channelization equipment must adhere strictly to form and protocol standards. LoadPoint must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.4.2 DS0 to DS1 Channelization

6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.

6.3.4.3 DS1 to DS3 Channelization

6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for LoadPoint to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at LoadPoint's request subject to time and materials charges.

6.4.3.3 LoadPoint is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to LoadPoint information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from LoadPoint. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to LoadPoint within twenty (20) business days after LoadPoint submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable LoadPoint to connect or splice LoadPoint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

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

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a Signaling control Point (SCP) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (SSP) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the

8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At LoadPoint's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by LoadPoint.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, LoadPoint must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

8.2.13 BellSouth shall provide LoadPoint performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by LoadPoint at least at parity with BellSouth Customer Data. BellSouth shall obtain from LoadPoint the screening information associated with LIDB Data Screening

of LoadPoint data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to LoadPoint under the BFR/NBR process as set forth in this Agreement.

8.2.14 BellSouth shall accept queries to LIDB associated with LoadPoint customer records, and shall return responses in accordance with industry standards.

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

8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.3 Interface Requirements

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

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

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

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

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

9 Signaling

9.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be

available with both A-link and B-link connectivity.

9.2 **Signaling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between LoadPoint-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

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

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

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

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

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

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

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

9.2.5 Interface Requirements

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

9.3 **Signaling Transfer Points (STPs)**

9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their

associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

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

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

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