BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF PAMELA A. TIPTON

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 04-00381

JULY 26, 2005

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR BUSINESS ADDRESS.

A. My name is Pamela A. Tipton. I am employed by BellSouth Telecommunications, Inc., as a Director in the Interconnection Services Department. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. WHAT ARE YOUR CURRENT RESPONSIBILITIES?

A. I am responsible for implementation of state and federal regulatory mandates for the Local and Access markets, the development of regulatory strategies and the management of the switched services product portfolio.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I received a Bachelor of Arts in Economics from Agnes Scott College in 1986, and a Masters Certification in Project Management from George Washington University in 1996. I have over 17 years experience in telecommunications, with

my primary focus in the areas of process development, services implementation, product management, marketing strategy and regulatory policy implementation. I joined Southern Bell in 1987, as a manager in Interconnection Operations, holding several roles over a 5-year period including process development and execution, quality controls and services implementation. In 1994, I became a Senior Manager with responsibility for End User Access Services and implementation of Virtual and (later) Physical Collocation. In 2000, I became Director, Interconnection Services, responsible for development and implementation of UNE products, and later development of marketing and business strategies. I assumed my current responsibilities in June 2003.

Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

A. I set forth BellSouth's positions on Issue Nos. 2, 4, 5, 8, 10, 11, 14, 15, 16, 22, 29 and 31, as listed in the July 21, 2005 Joint Issues Matrix filed with this Authority. In doing so, I present the interconnection agreement language that BellSouth is asking the Authority to approve in this proceeding. I also explain why BellSouth's contract language is appropriate in light of the FCC's applicable orders and rules.

Issue 2, TRRO Final Rules: What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order ("TRRO"),

issued February 4, 2005?

Q. AS AN INITIAL MATTER, WHAT LEVEL OF SWITCHING DID THE FCC ADDRESS IN THE TRRO?

A. In the TRRO, the FCC addressed mass market local switching ("DS0 level switching") by eliminating the ILECs' obligation to provide access to DS0 level switching as an unbundled network element ("UNE"). For purposes of my testimony, "Local Switching" is DS0 level switching.

The FCC earlier eliminated "DS1 and above" level "enterprise" switching in its Triennial Review Order ("TRO") in 2003. Effective March 11, 2005, the TRRO eliminated all new DS0 level switching. Thus, collectively, as a result of the TRO and the TRRO, ILECs are no longer obligated to provide unbundled access to either DS0 or DS1 and above level switching pursuant to Section 251 of the Act.

Q. ISSUE 2 SPECIFICALLY DEALS WITH THE TRANSITION OF THE EMBEDDED BASE FOR FORMER UNES. WHAT TIMEFRAME DOES THE TRRO SET FORTH FOR CLECS TO TRANSITION THEIR EMBEDDED BASE OF (1) LOCAL SWITCHING, (2) HIGH CAPACITY LOOPS AND (3) DEDICATED TRANSPORT TO ALTERNATIVE SERVING ARRANGEMENTS?

A. For most of these elements, the FCC established a 12-month transition period; however, some elements have an 18-month transition period. The transition

period for each element is as follows:

LOCAL SWITCHING

The FCC established a 12-month period during which CLECs are obligated to transition their embedded base of local switching, including stand-alone switch ports and UNE-P lines, to alternative serving arrangements. This 12-month transition period began on March 11, 2005, and it ends on March 10, 2006.

HIGH CAPACITY LOOPS

DS1 and DS3 Loops

The FCC established a 12-month transition period during which CLECs must transition their embedded base of unimpaired DS1 and DS3 loops to alternative serving arrangements. This 12-month transition period began on March 11, 2005, and it ends on March 10, 2006.

Dark Fiber Loops

The FCC established an 18-month transition period during which CLECs must transition their embedded base of dark fiber loops to alternative serving arrangements. This 18-month transition period begins on March 11, 2005 and it ends on September 10, 2006.

DEDICATED TRANSPORT

DS1 and DS3 Transport Circuits

The FCC established a 12-month transition period during which CLECs must transition their embedded base of unimpaired DS1 and DS3 transport to

alternative serving arrangements. This 12-month transition period began on March 11, 2005, and it ends on March 10, 2006.

Dark Fiber Transport

The FCC established an 18-month transition period during which CLECs must transition their embedded base of dark fiber dedicated transport to alternative serving arrangements. This 18-month transition period began on March 11, 2005, and it ends on September 10, 2006.

Q. CAN CLECS WAIT UNTIL THE END OF THE TRANSITION PERIOD TO BEGIN TRANSITIONING THEIR EMBEDDED BASE OF DSO LEVEL SWITCHING, HIGH CAPACITY LOOPS AND DEDICATED TRANSPORT TO ALTERNATIVE ARRANGEMENTS?

A. No. While some CLECs have taken the position that they are only required to submit their conversion orders (i.e., orders to convert their embedded base to an alternative arrangement) by March 10, 2006 (*See* July 5, 2005 Response of Joint CLECs to BellSouth's Motion for Summary Judgment, p. 59), it is clear from the FCC's own language that is not what the FCC intended. The FCC stated that its timeframes provide: (1) adequate time to perform "the ***tasks*** necessary to an orderly transition" (TRRO, ¶ 143 (DS1/3 transport); ¶ 196 (DS1/3 loops); ¶ 227 (local switching)); and (2) "the time necessary to ***migrate*** to alternative fiber arrangements" (TRRO, ¶ 144 (dark fiber transport); ¶ 198 (dark fiber loops)). Quite logically, the FCC provided a transition period for exactly that purpose, to have an orderly transition. The creation of a transition period by the FCC surely

was not intended to simply provide the CLECs with a holding period during which they were required to do nothing other than prepare to submit, on the last day of the transition period, their orders to move to alternative arrangements.

Furthermore, the FCC's creation of a transition period for the embedded base makes sense from BellSouth's perspective and should make sense from the CLECs' perspective as well. As this Authority is aware, BellSouth has interconnection agreements with over 280 CLECs in this state. Both BellSouth and the CLECs need time to effectuate the move from former UNEs to alternative serving arrangements; hence the transition period. No one acting in good faith could possibly think that the FCC intended to allow any CLEC to wait until March 10, 2006, to submit its conversion orders. Neither the CLECs nor BellSouth could handle such a volume of orders on a single day, or even in a single week, or a single month. BellSouth is committed to working with CLECs to make this transition as seamless as possible for the CLECs' end users, but the only way the parties can accomplish this is if the CLECs are willing to communicate with us and work cooperatively to complete all the necessary work before the expiration of the transition period.

Q. WHAT PROCEDURE DOES BELLSOUTH PROPOSE IN ORDER TO ENSURE THAT AN ORDERLY TRANSITION IS COMPLETED BY MARCH 10, 2006?

A. BellSouth proposes the procedures outlined below for each de-listed element:

SWITCHING

Because four months of the transition period have expired with minimal conversion activity, BellSouth has contacted many of its UNE-P CLECs regarding their plans to convert their embedded base of UNE-P lines. BellSouth has urged CLECs who plan to convert their UNE-P lines to UNE-L to communicate their plans to BellSouth as soon as practicable. BellSouth also reminded these CLECs that they must build into their conversion plan adequate time for the preparation of collocation space, unless the CLEC already has adequate collocation space.

To effectuate the actual conversion activities, BellSouth has requested that CLECs submit orders by October 1, 2005, to convert or disconnect their Embedded Base Local Switching. Given the current view of the volume of lines that may need to be converted, this date represents the last date on which such orders can be submitted with any reasonable assurance that the conversions can be completed in time. Again, BellSouth urges all CLECs to submit their conversion requests or spreadsheets to BellSouth as soon as practicable. The October 1, 2005 deadline is reasonable, because it will take time for BellSouth to work with each CLEC to ensure all embedded base lines are identified, to negotiate project timelines, to issue and process service orders to change circuit inventory and billing records for those lines and to perform all necessary cutovers.

This provides the CLECs with more than six months from the issuance of the TRRO to determine what they want to do with their embedded base. If CLECs are allowed to delay submission of their orders beyond October 1, 2005, then,

depending on the number of conversions that must occur, for the reasons stated above, it is unlikely that all of the conversions can be accomplished before March 11, 2006.

Meeting BellSouth's proposed deadline is important because, as was the case with the "new adds" issue involving adding new switching UNEs after March 11, 2005, the FCC's deadline of March 10, 2006 is a fixed date, beyond which CLECs are not entitled to maintain their embedded base of UNE-P lines or stand-alone local switching, or their embedded base of high capacity loops and transport (other than dark fiber loops and transport) in unimpaired wire centers. If a CLEC fails to submit orders to convert UNE-P lines to alternative arrangements in a timely manner so that BellSouth can work the changes, BellSouth will convert any remaining UNE-P lines to the resale equivalent effective March 11, 2006. For any remaining stand-alone switch port arrangements, BellSouth will disconnect these arrangements effective March 11, 2006. Disconnecting these ports is the only reasonable response to CLEC inaction, because, even though BellSouth does not have a tariffed service that is equivalent to a stand-alone switch port, there are other alternatives the CLECs may chose. Specifically, BellSouth has a Section 271 obligation to provide unbundled switching to CLECs, and CLECs may obtain stand-alone switching capability through one of BellSouth's commercial agreements. Alternatively, CLECs have all of the alternatives that the FCC found to exist, including using their own switches, or the switches of other CLECs.

HIGH CAPACITY LOOPS

DS1 and DS3 Loops

There are two categories of DS1 and DS3 loops that must be addressed. First, there are those high capacity loops that were in service on March 11, 2005, in wire centers where CLECs are not impaired without access to such high capacity loops. These constitute the "embedded base" of high capacity loops. In addition, the FCC provided, by rule, that even in wire centers where CLECs are impaired without access to DS1 and/or DS3 loops, there is a cap of ten (10) DS1 loops and a cap of one (1) DS3 loop per building. Therefore, there are DS1 and DS3 loops in excess of the cap that must be addressed. BellSouth refers to these as the "excess" DS1 or DS3 loops, and they must be converted by March 10, 2006, just as the embedded base of DS1 and DS3 loops must be converted by March 10, 2006.

To comply with the TRRO, BellSouth proposes that, by December 9, 2005, CLECs submit spreadsheets identifying their Embedded Base and Excess DS1 and DS3 loops to be disconnected or converted to other BellSouth services. If a CLEC submits its spreadsheet by December 9, 2005, BellSouth will establish a project schedule with that CLEC to convert its Embedded Base and Excess DS1 and DS3 loops to alternative arrangements by the end of the transition period. Again, as with switching, if a CLEC does not provide notice in a timely manner, such that orderly conversions cannot be accomplished by March 10, 2006, BellSouth will convert any remaining embedded or excess high capacity loops to the corresponding tariff service beginning on March 11, 2006.

Dark Fiber Loops

The FCC established an 18-month transition period for dark fiber loops, recognizing that ILECs generally do not offer dark fiber loops as a tariffed service and that it "may take time for competitive LECS to negotiate IRUs or other arrangements with incumbent or competitive carriers." (*TRRO at ¶197*)

BellSouth proposes that, by June 10, 2006, CLECs submit spreadsheets identifying their Embedded Base Dark Fiber Loops that are to be either disconnected or converted to other BellSouth services. If a CLEC submits its spreadsheet by this date, BellSouth will establish a project schedule with that CLEC to convert its Embedded Base Dark Fiber Loops to alternative arrangements by the end of the transition period. As with the other de-listed UNEs, if a CLEC does not submit its orders in a timely fashion so that the conversions can be completed by September 11, 2006, BellSouth will commence, on that date, conversion of any remaining unbundled dark fiber to the corresponding tariff service.

DEDICATED TRANSPORT

DS1 and DS3 Dedicated Transport

As was the case with the high capacity loops, CLECs have DS1 and DS3 transport that constitutes an embedded base, and, in some instances, between certain central offices, constitutes "excess" high capacity transport. Provisions must be made to transition all of the embedded and excess high capacity transport. For purposes of fully implementing the TRRO, BellSouth includes Entrance Facilities in its discussion of Dedicated Transport

BellSouth's proposes that, by December 9, 2005, CLECs must submit spreadsheets identifying their Embedded Base and Excess DS1 and DS3 dedicated transport and Embedded Base Entrance Facilities that are to be either disconnected or converted to other BellSouth services. If a CLEC submits its spreadsheet by December 9, 2005, BellSouth will negotiate a project schedule with that CLEC to convert its Embedded Base and Excess DS1 and DS3 Dedicated Transport and Embedded Base Entrance Facilities to alternative arrangements by the end of the transition period. Again, if a CLEC fails to submit such orders in a timely fashion so that the conversions can be completed by March 11, 2006, BellSouth will commence, on that date, to convert any remaining high capacity transport to the corresponding tariff service.

Dark Fiber Dedicated Transport

The FCC established a longer, 18-month transition period for dark fiber conversions, recognizing that most ILECs do not offer dark fiber as a tariffed service and that it "may take time for competitive LECs to negotiate IRUs or other arrangements with incumbent or competitive carriers." (*TRRO at ¶ 44*)

For this reason, BellSouth proposes that, by June 10, 2006, CLECs must submit spreadsheets identifying their Embedded Base Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as conversions. If a CLEC submits its spreadsheet by June 10, 2006, BellSouth will establish a project schedule with that CLEC to convert its Embedded Base Dark Fiber Transport and Dark Fiber Entrance Facilities to alternative arrangements by the end of the transition period. As with the other de-

listed UNEs, if a CLEC does not submit its orders in a timely fashion so that the conversions can be completed by September 11, 2006, BellSouth will commence, on that date, conversion of any remaining unbundled dark fiber to a corresponding tariff service.

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE THAT THE AUTHORITY APPROVE TO IMPLEMENT THE FCC'S TRANSITION PERIOD FOR DS0 LEVEL SWITCHING, HIGH CAPACITY LOOPS AND DEDICATED TRANSPORT?

A. LOCAL SWITCHING

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language set forth in Section 4.2 of Exhibit PAT-1 to my testimony for stand-alone switching and the language set forth in Section 5.4.3 of Exhibit PAT-1 to my testimony for UNE-P .

BellSouth is not proposing any rates, terms or conditions for switching or UNE-P for new CLECs that sign an interconnection agreement with BellSouth after March 11, 2005, since the TRRO precludes CLECs from adding new UNE switching or UNE-P arrangements after that date.

DS1 AND DS3 LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Section 2.1.4, 2.3.6 and 2.3.8 of Exhibits PAT-1 to my testimony.

DARK FIBER LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language set forth in Section 2.8.4 of Exhibit PAT-1 to my testimony.

BellSouth is not proposing any rates, terms or conditions for dark fiber loops with new CLECs who signed an interconnection agreement with BellSouth after March 11, 2005, since the FCC found that "requesting carriers are not impaired without access to unbundled dark fiber loops in any instance." TRRO at ¶ 146

DS1 AND DS3 DEDICATED TRANSPORT AND ENTRANCE FACILITIES

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Section 6.2 of Exhibit PAT-1 to my testimony.

DARK FIBER DEDICATED TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 6.9.1 of Exhibit PAT-1 to my testimony.

Issue 4, TRRO/Final Rules: What is the appropriate language to implement BellSouth's obligation to provide Section 251 access to high capacity loops and dedicated transport and how should the following terms be defined (i) Business Line (ii) Fiber-Based Collocation (iii) Building (iv) Route?

Q. CAN YOU ADDRESS THE TERMS MENTIONED IN ISSUE 4 THAT REQUIRE DEFINITION?

A. Issue 4 addresses the situations where, following the TRO and the TRRO, BellSouth is still obligated to provide access to unbundled high capacity loops and transport. In a nutshell, BellSouth is required to continue to provide these elements in certain wire centers that do not meet specific criteria defined by the FCC. In the TRRO, the FCC set forth non-impairment thresholds for high capacity loops and dedicated transport. While the specific thresholds differ by service type, each contains a reference to "business line" count and "fiber-based collocation" count. The rules defining non-impairment for loops also include the term "building," and the rules for defining non-impairment for dedicated transport contain the term "route." Defining the terms "business line," "fiber-based collocation," "building" and "route" are all important because they affect the FCC's conclusions regarding the wire centers where CLECs are not impaired without access to high capacity loops or transport.

First, I will address the definitions, and then I will describe the criteria relative to identifying the wire centers where CLECs are not impaired without access to high capacity loops and transport.

Q. WHAT IS THE PROPER DEFINITION OF "BUSINESS LINE?"

A. A business line, as used in my testimony and as defined by the FCC in 47 C.F.R. § 51.5, is:

> …an incumbent LEC-owned switched access line used to serve a business customer, whether by the incumbent LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with incumbent LEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

Q. DOES THE FCC'S RULE EXCLUDE ANY PARTICULAR TYPE OF UNBUNDLED LOOP FROM INCLUSION IN THE BUSINESS LINE COUNT?

A. No, it does not.

Q. ARE YOU AWARE OF ANY DISAGREEMENT BETWEEN BELLSOUTH AND THE CLECS AS TO WHAT CONSTITUTES A BUSINESS LINE?

A. Yes. Some CLECs have questioned the manner in which BellSouth counted UNE loops, claiming, for example, that certain types of UNE loops that are used to provide DSL services are not "switched" by BellSouth. The FCC's definition of business lines clearly requires that BellSouth include "the sum of <u>all</u> UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements." (emphasis added) Accordingly, BellSouth counted all UNE loops, including those that CLECs may contend are not "switched" by BellSouth. With respect to BellSouth's retail lines where a CLEC provides a data service, such as a line sharing arrangement, BellSouth did not

count any retail or resold lines that carried a residence class of service, regardless of whether a CLEC was providing a data service over the same line. When both a voice and a data service were provided on the same line carrying a business class of service, BellSouth counted this as one line.

Q. WHAT DOES THE TERM "ROUTE" MEAN?

A. The term "route" is defined in 47 C.F.R. § 51.319(e) as the following:

- a transmission path between one of an ILEC's wire centers or switches and another of the ILEC's wire centers or switches;
- a route between two points that may pass through one or more intermediate wire centers or switches; and
- transmission paths between identical endpoints are the same "route" irrespective of whether they pass through the same intermediate wire centers or switches, if any.

Q, PLEASE DEFINE A FIBER-BASED COLLOCATION ARRANGEMENT.

A. A fiber-based collocation, as specified by the TRRO in 47 C.F.R. § 51.319, and as used in my testimony is:

> "…any carrier, unaffiliated with the incumbent LEC, that maintains a collocation arrangement in an incumbent LEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the incumbent LEC wire center premises; and (3) is owned by a party other than the incumbent LEC or any affiliate of the incumbent LEC, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of

use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(l) and any relevant interpretation of the Title."

Q. WHAT IS THE APPROPRIATE DEFINITION OF A "BUILDING" FOR PURPOSES OF THESE CRITERIA?

A. BellSouth is not proposing a definition of the word "building" in its contract language, because, as a practical matter, common sense dictates that the word "building" means just what it says – it is not a term of art or a technical term. If a dispute materializes, however, "building" should be defined using a "reasonable person" standard. That is, if reasonable people would believe something is a building, then it is a building. For instance, Loews Vanderbilt Plaza, located at 2100 West End Drive in Nashville, has separate office and hotel buildings in the complex. In BellSouth's view, Loews Vanderbilt Plaza isn't a single building, but is a complex of two or three separate buildings, and we believe that reasonable people would agree. Likewise, buildings such as AmSouth Center, located at 315 Deadrick Street in Nashville is a single building structure and - though it has multiple tenants - it is a single building. BellSouth's view is that this is a single building, and we believe that reasonable people would agree with that conclusion as well.

To my knowledge, the CLECs have not proposed a definition of the word "building." If they do so in direct testimony, BellSouth will comment on their proposed definition in rebuttal testimony.

Q. DO YOU EXPECT THAT ANY CLECS WILL ARGUE THAT, IN MULTI-TENANT BUILDINGS, EACH END USER PREMISES CONSTITUTES A SEPARATE BUILDING?

A. That would not surprise me, given what I have heard and seen in the past, but any such argument would not be reasonable. The TRRO certainly does not support such a definition for "building." Again, since the FCC did not define "building" in the TRRO, the only logical way to define this word is through its common use. A multi-tenant building is one building, regardless of the number of tenants that work or live in that building.

Q. BASED ON THE FCC'S NEW RULES, AND USING THE DEFINITIONS YOU HAVE JUST PROVIDED, UNDER WHAT CONDITIONS IS BELLSOUTH OBLIGATED TO MAKE HIGH CAPACITY LOOPS AVAILABLE TO CLECS ON AN UNBUNDLED BASIS?

A. The FCC has established specific criteria in the TRRO regarding an ILEC's continuing obligation to provide unbundled access to high capacity loops. There are unique thresholds for each type and capacity of service. Once a particular threshold has been met, BellSouth is no longer obligated to provide the service associated with that threshold on an unbundled basis. In the following paragraphs, I describe the circumstances under which BellSouth remains obligated to provide access to unbundled high capacity loops pursuant to the FCC's rules, separated by loop type:

DS1 Loops

BellSouth is obligated to make DS1 loops available on an unbundled basis only to buildings served by a wire center with less than 60,000 business lines or fewer than four fiber-based collocators. Said another way, BellSouth is not obligated to make DS1 loops available on an unbundled basis to buildings served by a wire center with at least 60,000 business lines and at least four fiber-based collocators. In wire centers that do not meet the FCC's threshold, and thus where unbundled DS1 loops are still available, CLECs may only obtain unbundled access to ten (10) DS1 loops to any one building.

Once a wire center has at least 60,000 lines and four fiber-based collocators, there will be no future unbundling of DS1 loops in that wire center. BellSouth provided its list of wire centers that met such criteria in its Carrier Notification Letter ("CNL") SN91085088, dated April 15, 2005, which is posted on BellSouth's interconnection website at www.interconnection.bellsouth.com (and is attached to my testimony as part of Exhibit PAT-3). The April 15, 2005 CNL is based upon December 2003 line count data, which I will discuss in more detail later in my testimony. Since the April 15, 2005 CNL was posted, as requested by CLECs, BellSouth has updated its wire center list using December 2004 line count data. Attached, as Exhibit PAT-4**,** is the list of Tennessee wire centers that meet the FCC's criteria based upon the December 2004 data. Comparing the 2003 list to the 2004 list, the Tennessee wire center meeting the DS1 loop threshold criteria did not change.

The rules applicable to the provision of DS1 loops are set forth in 47 C.F.R §§

51.319(a)(4)(ii) and (iii).

DS3 loops

BellSouth is obligated to make DS3 loops available on an unbundled basis only to buildings served by a wire center with less than 38,000 business lines or fewer than four fiber-based collocators. Said another way, BellSouth is not obligated to make DS3 loops available on an unbundled basis to buildings served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. In wire centers that do not meet the FCC's threshold, and thus unbundled DS3 loops are still available, CLECs may only obtain unbundled access to one (1) DS3 loop to any one building.

Once a wire center has at 38,000 lines and four fiber-based collocators, there will be no future unbundling in that wire center. As explained above, BellSouth's April 15, 2005 CNL provided the list of unimpaired wire centers based on 2003 data, and Exhibit PAT-4 provides BellSouth's Tennessee list based on 2004 data. Comparing the 2003 list to the 2004 list, the Tennessee wire center meeting the DS3 loop threshold criteria did not change.

The FCC's unbundling requirements for DS3 loops are set forth in 47 C.F.R §§ 51.319(a)(5)(ii) and (iii).

Dark Fiber Loops

BellSouth is no longer obligated to provide unbundled access to new dark fiber loops. The FCC addresses this in 47 C.F.R § 51.319 (a)(6)(ii).

Q. UNDER WHAT CONDITIONS MUST BELLSOUTH PROVIDE UNBUNDLED ACCESS TO DEDICATED TRANSPORT?

A. DS1 Dedicated Transport

BellSouth is obligated to make DS1 Dedicated Transport available on an unbundled basis on all routes for which at least one end-point of the route is a wire center containing fewer than 38,000 business lines and fewer than four fiber-based collocators. Thus, BellSouth is no longer obligated to provide unbundled access to DS1 dedicated transport on routes connecting a pair of wire centers, each of which contains at least 38,000 business lines or at least four fiber-based collocators. For routes between wire centers that do not meet the FCC's thresholds, a CLEC may obtain unbundled access to no more than ten (10) DS1 dedicated transport circuits on such routes.

Once a wire center has either 38,000 lines or four fiber-based collocators, there will be no future unbundling of DS1 dedicated transport to or from that wire center when the route originates from or terminates to a wire center also meeting the FCC's thresholds. As explained above, BellSouth's April 15, 2005 CNL provided the list of unimpaired wire centers based on 2003 data, and Exhibit PAT-4 provides BellSouth's Tennessee list based on 2004 data. Those wire centers designated as "Tier 1" in Exhibit PAT-4 meet the thresholds for DS1 dedicated interoffice transport, and unbundling is no longer required between these Tier 1 wire centers. Comparing the 2003 list to the 2004 list, the Tennessee wire centers meeting the Tier 1 transport test did not change.

The FCC addresses these unbundling requirements for DS1 dedicated transport in 47 C.F.R § 51.319(e)(2)(ii).

DS3 Dedicated Transport

BellSouth is obligated to make DS3 Dedicated Transport available on an unbundled basis on all routes for which at least one end-point of the route is a wire center containing fewer than 24,000 business lines and fewer than three fiber-based collocators. Thus, BellSouth is no longer obligated to provide unbundled access to DS3 dedicated transport on routes connecting a pair of wire centers, each of which contains at least 24,000 business lines or at least three fiber-based collocators. For routes between wire centers that do not meet the FCC's thresholds, a CLEC may obtain unbundled access to no more than twelve (12) DS3 dedicated transport circuits on such routes.

Once a wire center has either 24,000 lines or three fiber-based collocators, there will be no future unbundling of DS3 dedicated transport to or from that wire center when the route originates from or terminates to a wire center also meeting the FCC's thresholds. As explained above, BellSouth's April 15, 2005 CNL provided the list of unimpaired wire centers based on 2003 data, and Exhibit PAT-4 provides BellSouth's Tennessee list based on 2004 data. Those wire centers designated as either "Tier 1" or "Tier 2" in the exhibit meet the thresholds for DS3 dedicated interoffice transport and unbundling is no longer required between Tier 1 wire centers, between Tier 2 wire centers, or between a Tier 1 wire center and a Tier 2 wire center. Comparing the 2003 list to the 2004 list, due

to an increase in business lines, two Tennessee wire centers (NSVLTNDO and CHTGTNBR) that had been designated as Tier 3 on the 2003 list moved to Tier 2 on the 2004 list.

The FCC addresses its unbundling requirements for DS3 transport in 47 C.F.R. § 51.319(e)(2)(iii).

Dark Fiber Transport

BellSouth is obligated to make Dark Fiber Dedicated Transport available on an unbundled basis on all routes for which at least one end-point of the route is a wire center containing fewer than 24,000 business lines and fewer than three fiber-based collocators. Thus, BellSouth is no longer obligated to provide unbundled access to dark fiber dedicated transport on routes connecting a pair of wire centers, each of which contains at least 24,000 business lines or at least three fiber-based collocators.

Once a wire center exceeds either of these thresholds, there will be no future unbundling of Dark Fiber dedicated transport to or from that wire center when the route originates from or terminates to a wire center also meeting these thresholds. As explained above, BellSouth's April 15, 2005 CNL provided the list of unimpaired wire centers based on 2003 data, and Exhibit PAT-4 provides BellSouth's Tennessee list based on 2004 data.

The FCC's unbundling Requirements for dark fiber dedicated transport are set forth in 47 C.F.R. § 51.319(e)(2)(iv).

Entrance Facilities

Pursuant to 47 C.F.R. § 51.319(e)(2)(i), BellSouth is no longer obligated to provide unbundled access to entrance facilities, e.g. dedicated transport that does not connect a pair of BellSouth wire centers.

Q. HOW ARE UNBUNDLING DETERMINATIONS MADE WITH RESPECT TO EELS?

A. The principles described above, relative to loops and dedicated interoffice transport, also apply to EELs, as these elements are what comprise an EEL. The end points of the dedicated transport portion of the EEL determine the route. Dependant on the capacity, if there is no impairment for dedicated transport at the wire centers comprising the end points of the transport portion of the EEL, then BellSouth does not have to provision that portion of the EEL on an unbundled basis. Likewise, if the designated competitive threshold for the wire center serving the loop location is met, BellSouth does not have to provision that portion of the EEL on an unbundled basis. Where the competitive thresholds have been met for both the dedicated transport and loop portions of the EEL, the service is not available on an unbundled basis.

Q WHAT LANGUAGE DOES BELLSOUTH PROPOSE THAT THE AUTHORITY APPROVE TO IMPLEMENT BELLSOUTH'S OBLIGATION, WHICH YOU DISCUSSED IN THE PRECEEDING ANSWERS, TO PROVIDE SECTION 251 ACCESS TO HIGH CAPACITY LOOPS AND DEDICATED

TRANSPORT?

A. DS1 AND DS3 LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth is proposing the language is set forth in Sections 1.8, 2.1.4, 2.3.6.2, and 2.3.12 of Exhibits PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Sections 1.8, 2.1.4, 2.3.6, 2.3.6.2, 2.3.8 and 2.3.12 of Exhibit PAT-2 to my testimony.

DARK FIBER LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language contained in Section 2.8.4 of Exhibit PAT-1 to my testimony.

For the same reasons I mentioned in my response to Issue 2, BellSouth is not proposing rates, terms or conditions for dark fiber loops in its interconnection agreements with new CLECs who signed an interconnection agreement with BellSouth after March 11, 2005,

DS1, DS3 DEDICATED TRANSPORT AND ENTRANCE FACILITIES

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 1.8, and 6.2 - 6.6 of Exhibit PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Sections 1.8 and

5.2 – 5.5 of Exhibit PAT-2 to my testimony.

DARK FIBER DEDICATED TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 1.8 and 6.9 of Exhibit PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Sections 1.8 and 5.9 of Exhibit PAT-2 to my testimony.

Issue 5(a), TRRO Final Rules: Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high – capacity loops and transport is appropriate?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. The FCC established the impairment criteria for high capacity loops and transport in the TRRO. The FCC is, therefore, the appropriate agency to determine whether BellSouth has properly applied its criteria.

As a practical matter, however, this Authority is being asked to approve contract language that governs the transition away from UNEs. If the CLECs and BellSouth are unable to reach agreement on the wire centers that satisfy the FCC's impairment criteria, then this Authority will find itself in the position of deciding which wire centers satisfy the FCC's rules. Indeed, consistent with the dispute resolution language in the TRRO and in current interconnection

agreements, disagreements between BellSouth and CLECs over CLEC orders in wire centers that satisfy the FCC's impairment criteria will have to be resolved by this Authority.

Issue 5(b), TRRO Final Rules: What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?

Q. ASSUMING AS A PRACTICAL MATTER THAT THE STATE AUTHORITY MUST ADDRESS THE MATTER OF IDENTIFYING WIRE CENTERS WHERE CLECS ARE NOT IMPAIRED, IS THERE ANY NEED FOR THIS AUTHORITY TO ESTABLISH PROCEDURES OR GUIDELINES FOR IDENTIFYING THOSE WIRE CENTERS?

A. Theoretically, no. The FCC has provided adequate guidance to allow ILECs, including BellSouth, to identify those wire centers where there is no impairment, without the need for intervention by this Authority. The information needed to make that assessment - business line counts and the presence of fiber-based collocation arrangements in BellSouth wire centers - is readily available to BellSouth, and BellSouth has determined the wire centers that meet the non-impairment test. However, although BellSouth has identified those wire centers in Tennessee that satisfy the FCC's impairment criteria, CLECs continue to place orders for high capacity loops in the Nashville Main wire center . In its April 15, 2005 CNL posting, BellSouth indicates that the Nashville Main wire center has 79,095 business lines and 4 fiber based collocation arrangements. Clearly, this

wire center meets the FCC's non-impairment thresholds. Under the FCC's rules, however, BellSouth has been provisioning those orders, even though we believe that the CLECs are placing the orders in error and without meeting the good faith due diligence requirements that the FCC placed on the CLECs regarding the placement of such orders. In addition, because some of BellSouth's obligations will end as the transition period ends, both CLECs and BellSouth will need to have a common understanding of what constitutes a CLEC's embedded base of customers. Therefore, in an effort to efficiently resolve these types of disputes in one proceeding, rather than dragging the matter out through individual proceedings for each wire center, BellSouth explains below how it identified the wire centers that satisfy the FCC's test.

Q. WHAT IS YOUR UNDERSTANDING OF THE IMPAIRMENT TEST?

A. My understanding of the impairment test is that, on a wire center basis, there are checkpoints for impairment for dedicated interoffice transport and high capacity loops. I explained the criteria in my response to Issue 4 above, and briefly do so again here. The criteria for assessing impairment as set forth by the FCC in its TRRO is as follows: A CLEC is not impaired without access to DS1 transport on routes connecting a pair of wire centers, each of which contains at least four fiber-based collocators or at least 38,000 business lines. For DS3 transport and dark fiber transport, a CLEC is not impaired without access on routes connecting a pair of wire centers, each of which contains at least three fiber-based collocators or at least 24,000 business lines.

For high capacity loops, CLECs are not impaired without access to DS3 loops to any building within the service area of a wire center containing 38,000 or more business lines and four or more fiber-based collocators. CLECs are not impaired without access to DS1 loops to any building in a wire center serving area containing 60,000 or more business lines and four or more fiber-based collocators.

Q. HOW DID BELLSOUTH IDENTIFY THE WIRE CENTERS THAT MEET THE VARIOUS CRITERIA YOU HAVE JUST DESCRIBED?

A. In keeping with the FCC's request for wire center access line count data in early December 2004, the starting point, as indicated by the FCC in its request, was the Automated Reporting Measurement Information System (ARMIS) reports, filed annually with the FCC by all ILECs. At the time of the FCC's initial request in December 2004, the latest available filed ARMIS reports reflected line counts as of December 2003. Following the release of the TRRO in February 2005, BellSouth updated the line count information filed with the FCC in December 2004 to include the UNE loop and UNE-P data not captured in ARMIS, as directed by the FCC's definition of a business line. This data, which was almost a year old at the time, was used to provide a consistent view of line counts and to meet the FCC's intent to use line counts that were publicly available, at least at a summary level. This ostensibly provided a consistent definition of business lines known to the industry. Recently, BellSouth has updated its wire center results to include the December 2004 ARMIS data and the December 2004 UNE loop and

UNE-P data so that the most current information is used to establish the wire centers that satisfy the FCC's tests.

Q. DID THE ARMIS REPORTS COUNT ALL OF THE LINES THAT THE FCC INCLUDED IN ITS DEFINITION OF BUSINESS LINES?

A. No. Unbundled loops, whether provisioned on a stand-alone basis or in combination with other network elements, are not included in BellSouth's switched access line counts in ARMIS. As a result, to comply with the FCC's definition of a business line, all UNE loops connected to a wire center, including UNE loops provisioned in combination with other unbundled elements, as well as all UNE-P arrangements for which a business class of service USOC had been assigned, had to be added to the data reflected in the ARMIS reports. Initially, BellSouth used in-service quantities for December 2003 for UNE-P and UNE Loop line counts to be consistent with the time period of the December 2003 ARMIS 43-08 data. BellSouth's recent update used December 2004 line counts.

Q. WERE ANY CHANGES MADE TO THE ARMIS DATA?

A. Yes. The ARMIS data is reported in summary fashion, and is not reported by wire center. Therefore, BellSouth used the underlying source data for retail and resold lines so that the ARMIS reported data could be provided at the wire center level. In addition, the ARMIS reports do not report high capacity business lines

in the same manner that the FCC required in the TRRO. That is, BellSouth had to identify the business high capacity digital switched access lines in each wire center and expanded the count to full system capacity. ARMIS 43-08 line counts only include provisioned or "activated" 64 kbps channels that ride high capacity digital switched access lines. For example, if a switched DS1 Carrier System had eighteen (18) 64 kbps channels provisioned as business lines for a customer, the ARMIS 43-08 would count only 18 business lines. The TRRO definition of business lines requires that the full system capacity be counted as business lines, so for TRRO purposes, the business line count for that DS1 Carrier System would be the full system capacity, or 24 business lines.

Q. DID YOU TREAT THE UNE-P AND UNE LOOPS IN EACH WIRE CENTER IN THE SAME MANNER AS YOU TREATED THE RETAIL AND RESOLD LINES?

A. Generally, yes. Like the treatment of high capacity retail and resold high capacity access lines, high capacity UNE Loop lines were counted at full system capacity. For example, a DS1 UNE Loop in a wire center was counted as having 24 business lines. Likewise, BellSouth counted DS1 and DS3 EELs on a voice-grade equivalency. BellSouth counted each EEL at the end user wire center, not at the interoffice transport terminating wire center. However, as Mr. Fogle explains, BellSouth did not count HDSL loops at a full system capacity. Also, for certain other UNE loops – such as ADSL compatible loops, UCL-S and IDSL

loops – BellSouth counted these lines on a one-for-one basis, without converting them to voice grade equivalents. Bellsouth has thus presented the more conservative view of business access lines by not availing itself of the full potential capacity of an HDSL, ADSL or IDSL loop.

Q. HAS BELLSOUTH TAKEN ANY STEPS TO VERIFY ITS BUSINESS LINE COUNTS?

A. Yes. BellSouth retained an independent third-party, Deloitte & Touche ("Deloitte"), to confirm that BellSouth performed the analysis as stated and to confirm the conclusions that BellSouth reached in implementing the non-impairment thresholds set forth in the TRRO and to identify the specific wire centers where those thresholds have been met. The results of the Deloitte review are attached as exhibits to the direct testimony of Mr. David Wallis. BellSouth did not ask Deloitte to independently define "business line" nor make any interpretation of the application of the FCC's rules. I am responsible for the decisions that were made regarding what constituted a business line, how high capacity loops were going to be measured, and so forth. Deloitte was retained to determine whether we did what we said we were going to do, and whether we did it correctly.

Q. YOU DEFINED FIBER-BASED COLLOCATORS EARLIER IN YOUR TESTIMONY. CAN YOU NOW DESCRIBE HOW BELLSOUTH COUNTED

FIBER-BASED COLLOCATION ARRANGEMENTS?

A. BellSouth examined its records to determine the number of competitive fiber-based collocation arrangements in each wire center. Consistent with the FCC's specifications, if a collocation arrangement was not fed by competitive fiber, or if the arrangement was fed by competitive fiber but the equipment was not actively powered, BellSouth did not count the collocation arrangement. BellSouth then conducted site visits to physically inspect each qualifying collocation arrangement that resided in a wire center potentially meeting one of the FCC's defined thresholds.

It is important to note that BellSouth did not rely only on its records for this information. BellSouth personnel visited each wire center that its records indicated had at least three fiber-based collocation arrangements to make a physical check of the number of collocation arrangements and verify that competitive fiber facilities were serving those collocation arrangements, as well as to verify that the equipment in the arrangement was powered up.

Q. DID BELLSOUTH COUNT AFFILIATED CARRIERS' COLLOCATION ARRANGEMENTS IN A SINGLE WIRE CENTER AS MULTIPLE FIBER-BASED COLLOCATION ARRANGEMENTS IN THAT WIRE CENTER?

A. No. After the physical verification of the collocation arrangements was completed, BellSouth manually compared the list of collocators in each wire center with a list of customer names and former names from BellSouth's records

to determine if there were affiliated carriers in any wire center. Where this was the case, BellSouth counted only one of the affiliated carriers' fiber-based collocation arrangements.

Q. PLEASE DESCRIBE HOW BELLSOUTH USED THE COUNT OF BUSINESS LINES AND FIBER-BASED COLLOCATION ARRANGEMENTS IN DETERMINING THE WIRE CENTERS WHERE CLECS ARE NOT IMPAIRED.

A. The collocation information for each wire center was merged with the count of the business lines using December 2003 data in each of the wire centers. This information was consolidated into a single list that reflects the proper Tier for the wire center, as well as the Common Language Location Identifier ("CLLI") Code for the wire center, and the number of business lines. As explained earlier, BellSouth provided in Carrier Notification Letter SN91085088, dated April 15, 2005, those wire centers that qualified under the FCC's business line and or fiber-based collocator criteria, using December 2003 line counts. Exhibit PAT-4 provides the Tennessee information updated with December 2004 line counts.

Q. PLEASE EXPLAIN YOUR REFERENCE TO "TIER" IN YOUR PREVIOUS RESPONSE.

A. The FCC defines "Tiers" in 47 CFR §51.319(e)(3).

- Tier 1 wire centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Once a

wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center.

- Tier 2 wire centers are those ILEC wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center.
- Tier 3 wire centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

Q. HOW MANY WIRE CENTERS IN TENNESSEE DID BELLSOUTH FIND MEET THE CRITERIA SET FORTH BY THE FCC?

A. As shown in BellSouth's April 15, 2005 CNL, using December 2003 data and the process described above, BellSouth determined that Tennessee has 4 Tier 1 wire centers with at least four (4) fiber-based collocation arrangements or at least 38,000 business lines. Tennessee also has 9 Tier 2 wire centers that have at least three (3) fiber-based collocation arrangements or at least 24,000 business lines. As shown on Exhibit PAT-4, using the updated December 2004 data, BellSouth has 4 Tier 1 wire centers and 11 Tier 2 wire centers in Tennessee.

Again looking at December 2003 data, there is 1 wire center in which CLECs are not impaired without unbundled access to DS3 high capacity loops, and 1 wire center where CLECs are not impaired without unbundled access to DS1 high capacity loops. Using the December 2004 data results in no change to these wire

centers.

Q. HAS THIS INFORMATION BEEN SHARED WITH CLECS?

A. BellSouth initially shared the information based on the December 2003 data with CLECs on February 18, 2005, via BellSouth's Carrier Notification Process. BellSouth subsequently released Carrier Notification Letters that provided further details. These letters are all published on BellSouth's website: http://interconnection.bellsouth.com/notifications/carrier/carrier_lett_05.html. Copies of these Carrier Notifications Letters regarding the impairment assessment process are attached as Exhibit PAT-3 to my testimony. Because BellSouth just received the validated 2004 data report from Deloitte, the updated wire center list based on December 2004 data has not yet been posted to BellSouth's interconnection website. As I noted earlier, the Tennessee list is attached as Exhibit PAT-4 to my testimony.

Issue 5(c), TRRO Final Rules: What language should be included in agreements to reflect the procedures identified in (b)?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Once the "no impairment" wire center list is established, CLECs may no longer self-certify that they are entitled to obtain high capacity loops and transport on an unbundled basis in wire centers where they are not impaired.

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE THAT THE AUTHORITY APPROVE TO ADDRESS THIS ISSUE?

A. DS1 LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth is proposing the language in Section 2.1.4.9 of Exhibits PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Section 2.1.4.4 of Exhibit PAT-2 to my testimony.

DS3 LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Section 2.1.4.10 of Exhibits PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Section 2.1.4.5 of Exhibit PAT-2 to my testimony.

DS1 DEDICATED TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Section 6.2.6.7 of Exhibit PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Section 5.2.2.4 of Exhibit PAT-2 to my testimony.

DS3 DEDICATED TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Section 6.2.6.8 of Exhibit PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Section 5.2.2.5 of Exhibit PAT-2 to my testimony.

Issue 8, TRRO/Final Rules: (a) Does the TRA have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. The short answer is no – state regulators do not have the authority to require BellSouth to include in section 252 interconnection agreements any element not required by section 251 of the 1996 Act. This is a legal issue that BellSouth has already addressed in its *Motion for Summary Judgment, or in the Alternative, Motion for Declaratory Ruling* in this proceeding. My understanding is that state commissions have no legal basis to require BellSouth to include, in its interconnection agreements, network elements that are not required by Section 251 of the Act, but that may be required pursuant to either state law, Section 271 or other federal law. The 1996 Act requires interconnection agreements to comply with the requirements of Section 251, and Section 251 requirements are the only requirements that Section 252 obligates ILECs to include in these

agreements. I will defer to BellSouth's legal briefs for any further comment on this issue.

Issue 10, TRRO/Final Rules: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services?

Q. HOW DO YOU INTERPRET THIS ISSUE AND HOW DOES THIS ISSUE DIFFER FROM ISSUE NUMBER 2?

A. I interpret this issue to address those de-listed network elements for which there is no transition period or for which the transition period has already ended. These network elements include: entrance facilities, enterprise or DS1 level switching, OCN loops and transport, fiber to the home, fiber sub-loop feeder, "greenfield" fiber build, and packet switching. To the extent CLECs have interpreted this issue differently I will address that in my rebuttal testimony.

Q. SHOULD THE PARTIES INCORPORATE LANGUAGE IN THEIR AGREEMENT TO ALLOW CLECS TIME TO TRANSITION OFF OF THESE ELEMENTS?

A. No. The FCC eliminated ILECs' obligation to provide unbundled access to these elements almost two years ago, when it released the TRO. Any CLEC that still has rates, terms and conditions for these elements in its interconnection agreement

has reaped the benefits of unlawful unbundling of these elements for far too long. The Authority can not, and should not, attempt to impose any sort of transition obligation where the FCC has not required one.

Q. WHAT SHOULD THE AUTHORITY ORDER WITH RESPECT TO SUCH ELEMENTS?

A. BellSouth proposes that, to the extent a CLEC has rates, terms and conditions for these elements in its interconnection agreement those rates, terms and conditions should be removed. To the extent a CLEC has any such elements or arrangements in place after the effective date of the TRRO amendment, BellSouth shall, upon 30 days' written notice, disconnect or convert such services. If the CLEC fails to submit orders to disconnect or convert such arrangements within this 30 day period, BellSouth will transition such circuits to equivalent BellSouth tariffed services. If BellSouth must identify and transition the circuit, full nonrecurring charges shall apply as set forth in BellSouth tariffs.

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE TO ADDRESS THIS ISSUE?

A. BellSouth is proposing the same language for both existing and new CLECs. This language is set forth in Section 1.7 of Exhibits PAT-1 and PAT-2 to my testimony.

Issue 11, TRRO/ Final Rules: What rates, terms and conditions, if any, should

apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any should the conduct of the parties have upon the determination of the applicable rates, terms and conditions that apply in such circumstances?

Q. DOES THIS ISSUE ADDRESS THE SAME NETWORK ELEMENTS THAT ARE ADDRESSED IN ISSUE NUMBER 2?

A. Yes, these are de-listed UNEs subject to a transition period.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that none of the de-listed network elements for which the FCC established a transition period may remain in place after March 10, 2006 (or September 10, 2006, in the case of dark fiber elements). I address each element in more detail below:

SWITCHING

The FCC made clear in the TRRO that CLECs must transition their entire embedded base of DS0 level switching/UNE-P lines to alternative arrangements *by* March 11, 2006, not *on* or *after* that date. 47 C.F.R. 51.319(d)(ii) states that a CLEC "*shall* migrate its embedded base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement *within 12 months* of the effective date of the Triennial Review Remand Order." (emphasis added). There is no question as to whether any of these elements may remain in place beyond March 11, 2006. The plain language of the FCC's Rule makes clear

that they may not.

STAND-ALONE SWITCHING PORTS

Consistent with the FCC's goals to allow the parties time to "complete the tasks necessary to an orderly transition,"[1] BellSouth is asking CLECs to submit no later than October 1, 2005, orders to disconnect or convert their Embedded Base local switching ports to other BellSouth services. Since BellSouth offers no tariff equivalent for DS0 level switching, BellSouth requests that the Authority provide that BellSouth may disconnect any stand-alone switching ports which remain in place on March 11, 2006.

UNE-P

As with stand-alone switching port UNEs, BellSouth is asking CLECs to submit orders or spreadsheets to disconnect or convert their Embedded Base UNE-Ps by October 1, 2005. If a CLEC fails to submit orders or spreadsheets to convert its entire embedded base to alternative arrangements by October 1, 2005, BellSouth should be permitted to identify all such remaining Embedded Base UNE-P lines and convert them to the equivalent resold services no later than March 10, 2006. Such lines will be subject to applicable disconnect charges and the full nonrecurring charges as set forth in BellSouth's tariffs.

HIGH CAPACITY LOOPS

DS1 and DS3 loops

The FCC stated clearly in the TRRO, again, that CLECs must transition their

[1] TRRO at ¶ 227

Embedded Base and Excess DS1 and DS3 Loops to alternative arrangements *by* March 11, 2006 (or September 10, 2006 in the case of dark fiber loops). The FCC stated, with regard to DS1 and DS3 loops, for example: "Because we remove a significant high-capacity loop unbundling obligations formerly placed on incumbent LECs, …, we find it prudent to establish a plan to facilitate the transition of UNEs to alternative loop options. Specifically, we adopt a twelve-month plan for competing carriers to transition to alternative facilities or arrangements, including self-provided facilities, alternative facilities offered by other carriers, or tariffed services offered by the incumbent LEC. " (*TRRO at ¶195*)

Here again, the FCC explained that it established a 12-month transition period to allow the parties time to "perform the tasks necessary to an orderly transition…."[2] To comply with the FCC's objectives, BellSouth is asking CLECs to submit spreadsheets by December 9, 2005, to disconnect or convert their Embedded Base and Excess DS1 and DS3 Loops to other BellSouth services. If a CLEC fails to submit such spreadsheets by December 9, 2005, BellSouth should be permitted to identify all such remaining Embedded Base and Excess DS1 and DS3 loops and transition such circuits to corresponding BellSouth tariffed services no later than March 10, 2006. Such lines shall be subject to applicable disconnect charges and full nonrecurring charges as set forth in BellSouth's tariffs.

<u>Dark Fiber Loops</u>

BellSouth is asking CLECs to submit spreadsheets to disconnect or convert their

[2] TRRO at ¶ 196

Embedded Base Dark Fiber Loops to other BellSouth services by June 10, 2006. If a CLEC fails to submit such spreadsheets by June 10, 2006, BellSouth's position is that it may identify all such remaining Embedded Base Dark Fiber Loops and transition such circuits to the corresponding BellSouth tariffed service no later than September 10, 2006. Such lines shall be subject to applicable disconnect charges and full nonrecurring charges as set forth in BellSouth's tariffs.

DEDICATED TRANSPORT

DS1 and DS3 Dedicated Transport

As with the aforementioned elements, the FCC made clear its intention for CLECs to transition their embedded base and excess DS1, DS3 and Dark Fiber Transport to alternative arrangements by March 11, 2006. For example, with respect to DS1 and DS3 dedicated transport, the FCC stated: "Because we remove significant dedicated transport unbundling obligations, …, we find it prudent to establish a plan to facilitate the transition from UNEs to alternative transport options, including special access services offered by the incumbent LECs. Specifically, for DS1 and DS3 dedicated transport we adopt a twelve-month plan for competing carriers to transition to alternative facilities or arrangements…" (TRRO at ¶142)

BellSouth is asking CLECs to submit spreadsheets by December 9, 2005, identifying all Embedded Base and Excess DS1 and DS3 Dedicated Transport and DS1 and DS3 Entrance Facilities to be disconnected or converted to other BellSouth services. If a CLEC fails to submit such spreadsheets by December 9,

2005, BellSouth should be permitted to identify any remaining Embedded Base and Excess DS1 and DS3 Dedicated Transport as well as DS1 and DS3 Entrance Facilities and convert such circuits to corresponding BellSouth tariff services no later than March 10, 2006, and that such circuits shall be subject to all applicable disconnect charges and full non-recurring charges as set forth in BellSouth's tariffs.

Dark Fiber Transport

BellSouth is asking CLECs to submit by June 10, 2006, spreadsheets identifying all Embedded Base Dark Fiber Transport to be disconnected or converted to other BellSouth services. If a CLEC fails to submit such spreadsheets by June 10, 2006, BellSouth's position is it may identify all remaining Embedded Base Dark Fiber Transport and covert such circuits to the corresponding BellSouth tariff service by September 11, 2006, and such circuits shall be subject to applicable disconnect charges and full non-recurring charges as set forth in BellSouth's tariffs.

To be absolutely clear, once again, what BellSouth is requesting is that the Authority make it clear that all conversions must occur prior to March 11, 2006 or, in the case of dark fiber, September 11, 2006. In an effort to ensure that end-user services are not disrupted because a CLEC has failed to arrange for the proper conversions, BellSouth has provided alternatives that unconverted elements can be changed to, for all elements other than stand-alone switching (for which BellSouth does not offer an alternative other than in its commercial agreement). However, just as was the case with the March 11, 2005 date

regarding no "new adds," the March 11, 2006 date (September 11, 2006 for dark fiber) is a final date, not merely a suggestion. The FCC has provided an ample conversion period. BellSouth is willing and able to work with the CLECs to facilitate an orderly conversion. The conversions cannot, however, be left to the last minute, or last day. Should any CLEC elect to follow that course, it should be prepared for the consequences. If the CLECs meet the dates that BellSouth has requested, BellSouth will make the conversions before March 11, 2006.

Q. WHAT RATES, TERMS AND CONDITIONS DOES BELLSOUTH PROPOSE TO GOVERN EACH OF THE AFOREMENTIONED ELEMENTS IF THEY ARE NOT CONVERTED TO ALTERNATIVE ARRANGMENTS BY MARCH 11, 2006?

A. My response to this question is broken into subparts for each element below:

LOCAL SWITCHING

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language contained in Sections 4.2.5 – 4.2.6 of Exhibit PAT-1 to my testimony for stand alone ports and in Sections 5.4.3.5 – 5.4.3.6 of Exhibit PAT-1 to my testimony for UNE-P.

DS1 AND DS3 LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 2.1.4.11 – 2.1.4.11.2 of Exhibits PAT-1 to my testimony.

DARK FIBER LOOPS

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language contained in Sections 2.8.4.7 – 2.8.4.7.2 of Exhibit PAT-1 to my testimony.

DS1 AND DS3 DEDICATED TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 6.2.6.9 – 6.2.6.9.2 of Exhibit PAT-1 to my testimony.

DARK FIBER TRANSPORT

For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, this language is set forth in Sections 6.9.1.9 – 6.9.1.9.2 of Exhibit PAT-1 to my testimony.

Issue 14, TRO Commingling: What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

Q. HOW DOES THE FCC DEFINE COMMINGLING?

A. The FCC defines "commingling" in 47 C.F.R. § 51.5. There it states:

> Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting

telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.

Q. DID THE FCC CLARIFY WHAT IT MEANT BY "FACILITIES OR SERVICES THAT A REQUESTING TELECOMMUNICATIONS CARRIER HAS OBTAINED AT WHOLESALE FROM AN INCUMBENT LEC" IN ITS RULE?

A. Yes. The FCC describes these wholesale services in paragraph 579 of the TRO as "switched and special access services offered pursuant to tariff."

Q. DO THESE WHOLESALE SERVICES INCLUDE SECTION 271 ELEMENTS?

A. No. The FCC made clear in its TRO Errata Order that ILECs are not obligated to combine UNEs and UNE combinations with Section 271 elements.

In paragraph 27 of its Errata Order, the FCC revised the first sentence of paragraph 584 in Part VIII A of the TRO by removing the italicized portion below: "As a final matter, we require that incumbent LECs permit commingling of UNEs and UNE combinations with other wholesale facilities and services, including *any network elements unbundled pursuant to section 271 and* any services offered for resale pursuant to section 251(c)(4) of the Act." That deletion makes clear the FCC's intent that ILECs are not required to commingle UNE and UNE combinations with Section 271 elements.

Some CLECs have attempted to confuse this issue by citing another portion of the Errata Order, where the FCC removed the sentence in italics below from footnote 1990:

> We decline to require BOCs, pursuant to section 271, to combine network elements that no longer are required to be unbundled under section 251. Unlike section 251(c)(3), items 4-6 and 10 of section 271's competitive checklist contain no mention of "combining" and, as noted above, do not refer back to the combination requirement set forth in section 251(c)(3). *We also decline to apply our commingling rule, set forth in Part VII A, above to services that must be offered pursuant to these checklist items*.

This Authority should not be fooled. The FCC revised the text of the TRO specifically addressing this issue, and that demonstrates expressly the FCC's intent that ILECs are not required to commingle UNEs with section 271 elements. With the change to make that clear in the body of the Order, there was no reason to include the footnote language the FCC removed in the Errata Order.

Q. DO STATE COMMISSIONS HAVE JURISDICTION TO RESOLVE WHETHER THE FCC INTENDED FOR ILECS TO COMMINGLE UNES AND UNE COMBINATIONS WITH SECTION 271 ELEMENTS?

A. My lay understanding is that state commissions do not have jurisdiction over decisions related to an ILEC's 271 obligations. The Act makes clear that such decisions fall within the exclusive jurisdiction of the FCC. This has been discussed extensively in the briefs filed in this proceeding by BellSouth and I will defer to the comments made there.

Q. NOW THAT YOU HAVE ADDRESSED THE CLEC'S "271" ARGUMENT

RELATED TO COMMINGLING, PLEASE TELL US TO WHAT EXTENT COMMINGLING IS ALLOWED PURSUANT TO THE TRO.

A. CLECs are permitted to commingle, or connect, attach, or otherwise link, a UNE or UNE combination with one or more of BellSouth's tariffed access services.

Q. IS BELLSOUTH OBLIGATED TO COMMINGLE EITHER ITS UNES OR TARIFFED SERVICES WITH ANOTHER CARRIER'S SERVICES?

A. No. Neither the TRO nor the TRRO imposes any obligation on ILECs to permit CLECs to commingle either their service, or a third party's service, with an ILEC UNE or tariffed service. The FCC's commingling rule requires only that "an incumbent LEC shall permit a requesting telecommunications carrier to commingle a UNE or a UNE combination with one or more facilities or services *that a requesting carrier has obtained at wholesale from an incumbent LEC* pursuant to a method other than unbundling under section 251(c)(3) of the Act." TRO at ¶ 579 (emphasis added). Clearly, the FCC did not require ILECs to permit commingling of their services with any random service offered by another carrier.

Q. IS BELLSOUTH REQUIRED TO RATCHET INDIVIDUAL FACILITIES AND, IF NOT, HOW SHOULD BILLING FOR SUCH CIRCUITS BE HANDLED?

A. No, BellSouth is not obligated to ratchet individual facilities. The FCC made this

clear in paragraph 580 of the TRO, where it stated: "…we do not require incumbent LECs to 'ratchet' individual facilities." It likewise stated in paragraph 582 of the TRO: "We decline, however, to require 'ratcheting,' which is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single blended rate." The FCC went on, in paragraph 582, to address how billing of these circuits should be handled. It stated that ILECs are permitted to "assess the rates for UNEs (or UNE combinations) commingled with tariffed access services on an element-by-element and a service-by service basis." In footnote 1796 of the TRO, the FCC provided an example of a CLEC combining a UNE loop to special access interoffice transport, and stated that the CLEC would pay "UNE rates for the unbundled loops and tariffed rates for the special access circuit." Therefore, BellSouth will bill the UNE portion of the circuit at the rates set forth in the CLEC's interconnection agreement, and the remainder of the circuit at the applicable tariff rate, or at the rates set forth in a separate agreement between the parties.

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE TO IMPLEMENT COMMINGLING IN ITS INTERCONNECTION AGREEMENTS?

A. BellSouth is proposing the same language for both existing and new CLECs. This language is set forth in Sections 1.11 – 1.12 of Exhibits PAT-1 and PAT-2 to my testimony.

Issue 15, TRO – Conversions: Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions

and during what timeframe should such new requests for such conversions be effectuated?

Q. WHAT ARE THE FCC'S RULES REGARDING CONVERSIONS?

A. In the TRO, the FCC concluded that carriers can convert either 1) UNE or UNE combinations to wholesale services, or 2) wholesale services to UNE and UNE combinations, provided the CLEC meets any applicable service eligibility criteria. If the circuit fails to meet any applicable eligibility criteria, the ILEC can convert the UNE or UNE combination back to the equivalent wholesale service. In the TRRO, the FCC specifically prohibited CLECs from using UNEs or converting special access circuits to UNEs for the exclusive purpose of providing long distance or mobile service.[3]

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that it is required to convert special access services to UNE pricing, subject to the FCC's limitations on high-capacity EELs, and to convert UNE circuits to special access services, provided that the requesting CLEC's contract has these terms incorporated in its contract. BellSouth believes the same conversion rate should apply regardless of the conversion and has offered that the conversion be effective as of the next billing cycle following receipt of a complete and accurate request for such a conversion. However, conversions should be limited to switch-as-is arrangements. If physical changes

[3] TRRO, at ¶¶ 229 and 230

to the circuit are required, it should not be considered a conversion, and the full nonrecurring disconnect and installation charges should apply. In addition, conversions should be considered termination for purposes of any applicable volume and term discount plan or grandfathered arrangements.

Q. WHAT IS BELLSOUTH'S PROPOSED LANGUAGE TO ADDRESS THIS ISSUE?

A. BellSouth is proposing the same language for both existing and new CLECs. This language is set forth in Sections 1.6, 1.13.1 and 1.13.2 of Exhibits PAT-1 and PAT-2 of my testimony:

Q. WHAT IS BELLSOUTH'S PROPOSED RATE IN TENNESSEE FOR SWITCH-AS-IS CONVERSIONS?

A. In Tennessee, BellSouth proposes $23.42 for a single DS1 or lower capacity loop conversion and $24.82 for a project consisting of 15 or more such loops in a state submitted on a single spreadsheet. For DS3 and higher capacity loops and for interoffice transport conversions, BellSouth proposes a rate of $40.35 for single conversions on an LSR and $64.20 for projects consisting of 15 or more such elements in a state submitted on a single spreadsheet. The Authority previously ordered a rate of $52.73 for EEL conversions.

Issue 16, TRO-Conversions: What are the appropriate rates, terms and conditions and effective dates, if any, for conversion requests that were pending on the effective

date of the TRO?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that the terms of interconnection agreements in effect on the effective date of the TRO are the appropriate rates, terms, conditions, and effective dates for EEL conversion requests that were pending on that date.

It is my understanding that some carriers may try to claim that the TRO somehow held a retroactive requirement for ILECs to honor "pending CLEC requests" for conversion of individual elements, rather than combinations, to UNEs in spite of the fact that no rates, terms, or conditions for such conversions existed in interconnection agreements and ILECs had had no obligation to perform such conversions up to that point. However, there is no basis for this claim.

Q. PLEASE EXPLAIN HOW YOU CONCLUDE THAT ILECS DID NOT HAVE AN OBLIGATION TO PERFORM STAND-ALONE ELEMENT CONVERSIONS PRIOR TO THE TRO.

A. First, neither the FCC nor any other regulatory body had issued an order obligating ILECs to perform stand-alone element conversions. In the TRO, the FCC held, for the first time, that ILECs had an obligation to convert special access circuits to stand-alone UNEs at TELRIC rates. (*TRO* at ¶¶ 586-87).

Second, the language of the TRO itself makes clear that this was a new

requirement. In paragraph 585 of the TRO, the FCC said: "We decline…to adopt rules *establishing* specific procedures…." (emphasis added) and "…carriers *can establish* any necessary procedures to perform conversions…." (emphasis added). In the next paragraph, the FCC stated: "We conclude that carriers may both convert UNEs and UNE combinations to wholesale services and convert wholesale service to UNEs and UNE combinations…" This language makes clear that this was a new requirement, and not a modification of any previous requirement.

That point is also made clear by comparing the language above to the language addressing conversion of combinations in the TRO. The FCC stated in Paragraph 573: "We *reaffirm* our existing rules regarding UNE combinations." (emphasis added) Paragraph 574 says: "We *reiterate* the conditions that apply to the duty of [ILECs] to provide UNE combinations upon request…." (emphasis added). In addition, paragraph 575 says: "…our rules *currently require* [ILECs] to make UNE combinations…available…." (emphasis added).

Q. WHY DO CLECS THEN CLAIM THAT ILECS WERE REQUIRED BY THE TRO TO CONVERT STAND-ALONE ELEMENTS IF THE CLEC HAD REQUESTED SUCH CONVERSIONS IN THE PAST?

A. CLECs argue that paragraph 589 of the TRO supports this position. However, paragraph 589 discusses EELs, and only EELs. This paragraph required that for pending EEL requests that had not been converted (whether or not they would actually be converted due to the change in the qualifying criteria, i.e., the TRO's

service eligibility criteria), CLECs were entitled to a true-up to the effective date of the TRO. Specifically, paragraph 589 of the TRO states:

> As a final matter, we decline to require retroactive billing to any time before the effective date of this Order. The eligibility criteria we adopt in this Order supersede the safe harbors that applied to EEL conversions in the past. To the extent pending requests have not been converted, however, competitive LECs are entitled to the appropriate pricing up to the effective date of this Order.

There is nothing in this paragraph that addresses the conversion or requested conversion of individual elements.

Q. WAS THIS PORTION OF THE TRO SELF-EFFECTUATING?

A. No. In the TRO, the FCC expressly stated that the change in law procedures set forth in the interconnection agreements were the appropriate means to implement the obligations set forth in the TRO. "We decline the request of several BOCs that we override the section 252 process and unilaterally change all interconnection agreements to avoid any delay associated with renegotiation of contract provisions." (TRO at ¶701).

Issue 22, TRO – Call Related Databases: What is the appropriate ICA language, if any to address access to call related databases?

Q. AS AN INITIAL MATTER, PLEASE IDENTIFY THE CALL RELATED DATABASES.

A. The FCC defines call related databases as "databases that are used in signaling networks for billing and collection or for the transmission, routing or other provision of telecommunications services."[4] It identifies the following databases as call-related databases: 1) Line Information Database Base ("LIDB"), 2) Calling Name and Number ("CNAM"), 3) Toll Free Calling, 4) Local Number Portability ("LNP"), 5) Advanced Intelligent Network ("AIN"), and 6) E911.

Q. UNDER WHAT CIRCUMSTANCES IS BELLSOUTH OBLIGATED TO PROVIDE UNBUNDLED ACCESS TO ITS CALL RELATED DATABASES?

A. BellSouth is obligated to provide unbundled access to call-related databases only while it is obligated to provide unbundled access to local switching.

The FCC relieved ILECs of their obligation to provide unbundled access to DS1 level switching when it released the TRO almost two years ago. Therefore, BellSouth is no longer obligated to provide unbundled access to call-related databases associated with DS1 level switching.

Subsequently, in the TRRO, the FCC relieved ILECs of their obligation to provide unbundled access to DS0 level switching, subject to the transition period established in that Order. As a result, BellSouth is only obligated to provide unbundled access to call-related databases associated with DS0 level switching through the end of the 12 month transition period for switching, or until March 10, 2006. Thereafter, call related databases will no longer be available on an

[4] TRO at ¶ 549

unbundled basis.

Q. WHAT LANGUAGE SHOULD BE INCLUDED IN THE INTERCONNECTION AGREEMENT TO ADDRESS CALL-RELATED DATABASES?

A. For CLECs that had an interconnection agreement with BellSouth as of March 11, 2005, BellSouth proposes the language contained in Sections 7 and 8 of Exhibit PAT-1 to my testimony. This language works in conjunction with BellSouth's proposed language for Local Switching and UNE-P, and must accompany that language. Again, BellSouth is only obligated to provide unbundled access to call-related databases while it is still obligated provide unbundled access to local switching and UNE-P. BellSouth is not proposing rates, terms and conditions for call-related databases with new CLECs that sign an interconnection agreement with BellSouth after March 11, 2005, for the same reason BellSouth is not proposing rates, terms and conditions for switching and UNE-P in interconnection agreements with new CLECs.

Issue 29: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that the FCC was clear in stating the parameters of an EELs audit. The language in the interconnection agreements should reflect these

parameters and need not go further. The TRO requires that:

1. ILECs may audit on an annual basis to determine compliance with the qualifying service eligibility criteria;
2. ILECs initially obtain and pay for the auditor;
3. Auditors must be independent pursuant to American Institute for Certified Public Accountants (AICPA) standards for independence;
4. The audit must be performed in accordance with AICPA standards for an "examination engagement;"
5. The auditor determines material compliance or non-compliance;
6. CLECs who are determined by the auditor to have failed to comply with the service eligibility requirements are required to true-up any difference in payments, convert noncompliant circuits and make correct payments on a going-forward basis;
7. CLECs who are determined by the auditor to have failed to comply with the service eligibility requirements must reimburse the ILEC for the cost of the auditor;
8. ILECs must reimburse CLECs who are determined by the auditor to have complied with the service eligibility requirements for its demonstrable costs associated with the audit; and
9. CLECs must maintain the appropriate documentation to support their certifications of compliance with the service eligibility requirements.

Q. WHAT IS BELLSOUTH'S PROPOSED LANGUAGE ON THIS ISSUE?

A. BellSouth is proposing the same language for both existing and new CLECs. For CLECs that had an interconnection agreement with BellSouth as of March 11,

2005, this language is set forth in Section 5.3.4.3 of Exhibit PAT-1 to my testimony. For CLECs that did not have an interconnection agreement with BellSouth prior to March 11, 2005, this language is set forth in Section 4.3.4.3 of Exhibit PAT-2 to my testimony.

Q. IS THERE ANY REASON TO INCLUDE A LIST OF "ACCEPTABLE" AUDITORS IN THE INTERCONNECTION AGREEMENT?

A. No. Because the TRO and the ICA language proposed by BellSouth include the requirement that the AICPA standards be followed, any auditor who can meet those standards should be acceptable. There is no conceivable reason for requiring that the universe of auditors be limited beyond that standard nor be limited before any auditor is given the chance to make a proposal to perform an audit.

Further, there is no requirement that the parties must agree to a particular auditor. Even if a list of "acceptable" auditors is written into the agreement, a CLEC might assert that it must agree to the particular auditor before the audit takes place. This would not only lead to great increases in the expense to both parties, but also would lead to endless delays and provide a convenient means for CLECs to avoid an audit altogether.

Q. WHEN MUST A CLEC REIMBURSE AN ILEC FOR THE COST OF THE AUDITOR?

A. The TRO says in paragraph 627 that "…we retain the requirement adopted in the *Supplemental Order Clarification* concerning payment of the audit costs in the event the independent auditor concludes the competitive LEC failed to comply with the service eligibility criteria." Further, footnote 1907 clarifies the *Supplemental Order Clarification* as requiring Competitive LECs to "reimburse the incumbent if the audit uncovers noncompliance with the local usage options." Paragraph 627 goes on to say that "to the extent the independent auditor's report concludes that the competitive LEC failed to comply in all material respects with the service eligibility criteria, the competitive LEC must reimburse the incumbent LEC for the cost of the independent auditor."

Q. WHEN MUST AN ILEC REIMBURSE A CLEC FOR ITS DEMONSTRABLE COSTS OF THE AUDIT?

A. The TRO says in paragraph 628 that "to the extent the independent auditor's report concludes that the requesting carrier complied in all material respects with the eligibility criteria, the incumbent LEC must reimburse the audited carrier for its costs associated with the audit."

Q. THE LANGUAGE IN THE TRO FOR THESE TWO INSTANCES IS VERY SIMILAR. WHY DOESN'T BELLSOUTH PROPOSE TO USE THE PHRASE "IN ALL MATERIAL RESPECTS" IN BOTH CASES?

A. Through discussions with CLECs in attempting to negotiate this language, it became apparent that at least some CLECs would attempt unreasonably to twist

the meaning of "all." Some CLECs indicated that they would argue that they were not responsible for the cost of the auditor unless the auditor found that they did not comply in any respect with the service eligibility criteria. In other words, the CLECs argue that the sentence means "failed in all material respects." However, while I am not a grammar scholar, the rules of English grammar suggest that the phrase "in all material respects" was intended to modify "comply," not "failed." The reading requires that the CLEC pay for the cost of the auditor if the CLEC did not materially comply with the service eligibility requirements. This may mean that the auditor determines that the CLEC did not comply with one portion of the criteria, for instance, they did not have sufficient local interconnection trunks in a LATA or some percentage of the circuits in question did not meet the criteria. Whatever the noncompliance, to the extent the auditor determines that this noncompliance is material, the CLEC would be responsible for the cost of the audit even if each of the other criteria has been met to the auditor's satisfaction. To clarify this reading, BellSouth's proposal includes "any material respect" in the provision that governs when the CLEC is responsible for the cost of the auditor. Similar language changes were not needed with respect to the provision which governs when an ILEC is responsible for reimbursing the CLEC's demonstrable audit costs since no CLEC has indicated that they would argue that the language says they must have complied in each and every way before being eligible for reimbursement.

Issue 31, ISP Remand Core Forbearance Order: What language should be used to incorporate the FCC's ISP Remand Core Forbearance Order into its interconnection agreements?

Q. CAN YOU BRIEFLY DESCRIBE THE FCC'S ISP REMAND CORE FOREBEARANCE ORDER?

A. Yes. In July 2004, Core Communications filed a petition requesting that the FCC forbear from applying the provisions of the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Remand Order"). Specifically, Core requested that the FCC forbear from applying the rate caps, growth caps, new markets rule, and mirroring rule of the ISP Remand Order. In the Core Order, the FCC granted Core's request in relation to the application of growth caps and the new market rule, but the FCC rejected Core's request for forbearance from the rate caps and the mirroring rule.

Q. WHAT ARE THE RATE CAPS, GROWTH CAPS, NEW MARKETS RULE, AND MIRRORING RULE?

A. The FCC's ISP Remand Order established that ISP-Bound Traffic is "information access" subject to Section 251(g) of the Telecommunications Act, therefore a part of the FCC's jurisdiction. The compensation method for ISP-bound Traffic consisted of growth caps, rate caps, as well as the new markets and the mirroring rule.[5] The FCC established growth caps to place a limit on the number of ISP-bound minutes for which a CLEC could collect compensation. The CLEC could not receive any compensation on such minutes over the established cap.

[5] ISP Remand Order- paragraphs 78-80

Rate caps are limits on the per minute of use compensation rate applied to ISP-bound Traffic eligible for compensation. The declining rate structure was established as follows:

June 2001 through December 2001: $0.0015

December 2001 through June 2003: $0.0010

June 2003 until issuance of subsequent Order (current rate): $0.0007

The new markets rule established that a CLEC did not qualify for compensation on ISP-Bound Traffic in any state where the CLEC was not being compensated for such traffic in the first quarter of 2001. The new markets rule disallowed compensation to new market entrants and to established CLECs who had entered into a bill and keep arrangement for ISP-bound Traffic, because in both cases, the CLEC business plan was not dependent on compensation for such traffic.

The mirroring rule requires that if ILECs want to utilize the rate caps described above for ISP-bound traffic, the ILECs must also offer to exchange traffic subject to section 251(b)(5), or what is commonly referred to as "Local Traffic," at the same declining rate as set forth in the rate caps for ISP-bound Traffic. So long as the ILEC offers to exchange both Local Traffic and ISP-bound Traffic at the capped rates, the CLEC may choose either the capped rate for both ISP-bound Traffic and Local Traffic, or may choose the capped rate for ISP-bound Traffic

and the state ordered elemental rates for Local Traffic. Of course, the parties are free to agree on bill and keep or any other compensation mechanism.

Q. DOES BELLSOUTH AGREE THAT THE CORE PETITION SHOULD BE INCORPORATED IN CLEC INTERCONNECTION AGREEMENTS?

A. Yes. I will discuss this more fully below as there are some qualifiers to my response.

Q. IS IT POSSIBLE TO IMPLEMENT THIS ORDER IN THE SAME WAY WITH EVERY CLEC IN BELLSOUTH'S REGION?

A. No. This order should be handled on a case by case basis for the following reasons.

The mirroring rule allows for different rate structures that could be applied at the discretion of the CLEC. In other words, the CLEC may choose either the capped rate for both ISP-bound Traffic and Local Traffic, or may choose the capped rate for ISP-bound Traffic and the state ordered elemental rates for Local Traffic. If the Authority were to set forth a unilateral regime implementing the Core Order, the CLEC would no longer have the right to choose from these two rate structures.

BellSouth has also entered into carrier specific settlements that address the compensation of ISP-bound Traffic, making a unilateral approach unrealistic. Such settlements represented a compromise between the carriers in relation to compensation for ISP-bound Traffic as well as other issues between the companies and, thus, a change in compensation structure would be inconsistent with the settlement agreement

Finally, certain CLEC's agreements address changes in law differently and therefore the CLEC may not be entitled to implement the Core Order in accordance with the terms of that CLEC's Interconnection Agreement. For instance, Section 2.3 of Part A of the General Terms and Conditions of the interconnection agreement between MCI WorldCom Communications, Inc. ("MCIm") and BellSouth dated June 17, 2002 in the state of Tennessee states that:

> MCIm or BellSouth may, on thirty (30) days written notice **(delivered not later than thirty (30) days following the date on which such action has become legally binding and effective)** require that such terms be renegotiated (Emphasis added)

If MCIm, or any company that opted in to the MCIm interconnection agreement, did not provide BellSouth with a request to amend the interconnection agreement within 30 days following the effective date of the Core Order, then such company

would not be entitled to amend the interconnection agreement to incorporate the Core Order.

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE TO IMPLEMENT THIS ORDER?

A. BellSouth's proposed language will vary depending upon the CLEC's specific situation due to the fact that, as discussed above, the parties may be prohibited from implementing the Core decision depending on the terms of the current Interconnection Agreement and any settlement agreement between BellSouth and that CLEC. Additionally, if the parties are not prohibited from implementing the Core decision, the mirroring rule still permits the CLEC to choose between two different rate structures. Thus, there is no one set of language that would address each scenario for compensation of ISP-bound Traffic. In the event a CLEC proposes specific language to address this issue in its direct testimony, I will comment on such language in my rebuttal testimony.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

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 unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to <<customer_short_name>> for <<customer_short_name>>'s provision of Telecommunications Services 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 facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 <<customer_short_name>> may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 <<customer_short_name>> shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when

converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, <<customer_short_name>> may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that <<customer_short_name>> has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide <<customer_short_name>> with thirty (30) days written notice to disconnect or convert such Arrangements. If <<customer_short_name>> fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, <<customer_short_name>> shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> self-certifies that to the best of <<customer_short_name>>'s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon <<customer_short_name>>'s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the

General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill <<customer_short_name>> the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, <<customer_short_name>> shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9 <<customer_short_name>> may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the RNM.

1.11 Commingling of Services

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

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of

BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

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

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

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

1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

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

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

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

1.13.4 Testing/Trouble Reporting.

1.13.4.1 <<customer_short_name>> will be responsible for testing and isolating troubles on Network Elements. <<customer_short_name>> must test and isolate trouble

to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will be required to provide the results of the <<customer_short_name>> test which indicate a problem on the BellSouth network.

1.13.4.2 Once <<customer_short_name>> has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.

1.13.4.3 If <<customer_short_name>> reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge <<customer_short_name>> a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. <<customer_short_name>> shall purchase the entire

bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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

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

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

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

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

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the time division multiplexing features, functions and capabilities of

such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 Excess DS1 and DS3 Loops are those <<customer_short_name>> DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

2.1.4.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for <<customer_short_name>>'s Embedded Base during the Transition Period:

2.1.4.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site.

2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Loops and <<customer_short_name>>'s Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B.

2.1.4.8 The Transition Period shall apply only to (1) <<customer_short_name>>'s Embedded Base and (2) <<customer_short_name>>'s Excess DS1 and DS3 Loops. <<customer_short_name>> shall not add new DS1 or DS3 loops as

described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.

2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.11 No later than December 9, 2005 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.

2.1.4.11.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

2.1.4.12 <u>Modifications and Updates to the Wire Center List and Subsequent Transition Periods</u>

2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.

2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except

pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

2.1.4.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.4.12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

2.1.4.12.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (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.

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

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.8 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.8.1 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.9 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)

2.1.9.1 OC allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'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 OC-TS allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> 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 is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> 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 BellSouth's intrastate 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 LSR basis.

2.1.10

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

2.1.11 CLEC to CLEC Conversions for Unbundled Loops

2.1.11.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in <<customer_short_name>>'s Agreement before requesting a conversion.

2.1.11.2 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.

2.1.11.3 The Loops converted to <<customer_short_name>> 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 Agreement for the specific Loop type.

2.1.12 Bulk Migration

2.1.12.1 BellSouth will make available to <<customer_short_name>> a Bulk Migration process pursuant to which <<customer_short_name>> may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.12.2 Should <<customer_short_name>> request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> must use the Bulk Migration process referenced in 2.1.11.1 above.

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); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 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/copper combination (hybrid loop) 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 <<customer_short_name>> 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 SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>>, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> 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 a 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 <<customer_short_name>> may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

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 <<customer_short_name>>. 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 <<customer_short_name>> 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 UDLs. 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, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

2.3.3 2-wire Unbundled ISDN Digital Loops. These 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. <<customer_short_name>> 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.

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 18,000 feet long and may have up to 6,000 feet 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 meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop

transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

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

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, 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. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (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 (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop 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 fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 <<customer_short_name>> may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available 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 (2) 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 (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as 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.

2.4.3 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 (MDF) 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 six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand

(18,000) feet and with less than thirteen hundred (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 Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as 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 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper 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 <u>Unbundled Loop Modifications (Line Conditioning)</u>

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

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

2.5.3 For any copper loop being ordered by <<customer_short_name>> which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

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

2.5.5 Rates for ULM are as set forth in Exhibit A.

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

2.5.7 If <<customer_short_name>> requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.5.8 <<customer_short_name>> 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 <<customer_short_name>> desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 <u>Loop Provisioning Involving IDLC</u>

2.6.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses 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 <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning):

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 "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 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.

2.6.3 If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's 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 (2) independent chambers or divisions that separate the service provider's network from the End User's 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.

2.7.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> may access the End User's premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow <<customer_short_name>> 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;

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

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 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 <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> 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.

2.7.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> 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.

2.7.4 Technical Requirements

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

2.7.4.2 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 <<customer_short_name>>'s NID.

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

2.8 Subloop Elements.

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

2.8.2 Unbundled Subloop Distribution (USLD)

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

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

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

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point

of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

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

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

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

2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

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

2.8.2.7 The site set-up must be completed before <<customer_short_name>> can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'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.

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

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

2.8.3 Unbundled Network Terminating Wire (UNTW)

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

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

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 (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

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

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

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

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

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

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

Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

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

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

2.8.4 Dark Fiber Loop

2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Loops.

2.8.4.2 Transition for Dark Fiber Loop

2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

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

2.8.4.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.4.5 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new Dark Fiber Loops pursuant to this Agreement.

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

2.8.4.7 No later than June 10, 2006 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

2.8.4.7.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.8.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.8.4.7.2 For Embedded Base circuits converted pursuant to Section 2.8.4.7 above or transitioned pursuant to Section 2.8.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to <<customer_short_name>> LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide <<customer_short_name>> 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 <<customer_short_name>> 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 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 <<customer_short_name>> 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 as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> 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 (e.g., 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 <<customer_short_name>>'s ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> fails to move the service to alternative facilities by

the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 <<customer_short_name>> may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on the BellSouth Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine Loop service capability, <<customer_short_name>> may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_short_name>> will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where <<customer_short_name>> has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_short_name>>.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

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

3.2 Line Splitting – UNE-L. In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, in a

Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

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

3.3.1 To the extent <<customer_short_name>> is purchasing UNE-P pursuant to this Agreement, BellSouth will permit <<customer_short_name>> to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in <<customer_short_name>>'s Embedded Base as described in Section 5.4.3.2 below.

3.3.2 <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if <<customer_short_name>> will not provide voice and data services.

3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 above on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

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

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

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

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

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

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

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

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

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

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

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

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2 below.

4.1.1 BellSouth shall not be required to unbundle local circuit switching for <<customer_short_name>> for a particular End User when <<customer_short_name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following

MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by <<customer_short_name>> or transitioned by <<customer_short_name>>, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place new orders for Local Switching pursuant to this Agreement.

4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.5 <<customer_short_name>> must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.

4.2.5.1 If <<customer_short_name>> fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.

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

4.3 Local Switching Capability, including Tandem Switching Capability

4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'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.

4.3.4 Provided that <<customer_short_name>> has unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (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 <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> 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 <<customer_short_name>> the Network 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 <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs.

4.3.5 Where <<customer_short_name>> has 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 <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge

<<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Interconnection Web site at www.interconnection.bellsouth.com/products/docs.

4.3.6 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 <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.

4.3.9 BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other routing requests by <<customer_short_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.3.10 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.

4.3.11 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.

4.3.12 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.

4.3.13 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 <<customer_short_name>> all Advanced Intelligent Network (AIN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.

4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_short_name>>.

4.3.15 BellSouth shall provide the following Local Switching interfaces:

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

4.3.15.2 Coin phone signaling;

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

4.3.15.4 2-wire analog interface to PBX;

4.3.15.5 4-wire analog interface to PBX; and

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

4.3.16 <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the <<customer_short_name>>'s End Users.

4.4 Common (Shared) Transport.

4.4.1 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.

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

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 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.

4.4.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 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.

4.5.2 Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, ICO or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

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

4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by <<customer_short_name>> and BellSouth;

4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN 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;

4.5.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

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

4.5.3.2 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 <<customer_short_name>>.

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

4.5.3.4 Tandem Switching shall process originating toll free traffic received from <<customer_short_name>>'s local switch.

4.5.3.5 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.

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

4.6 <u>Remote Call Forwarding (URCF)</u>

4.6.1 As an option, BellSouth shall make available to <<customer_short_name>> an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the

URCF service subscriber. <<customer_short_name>> must ensure that the following conditions are satisfied:

4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).

4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge <<customer_short_name>> the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.7 AIN Selective Carrier Routing for OS, DA and Repair Centers

4.7.1 Where BellSouth provides Local Switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.7.2 <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.7.3 AIN SCR is not available in DMS 10 switches.

4.7.4 Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR 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 SCR is established.

4.7.5 Upon ordering AIN SCR Regional Service, <<customer_short_name>> shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A.

4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN 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 thirty (30) days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

4.7.7 The nonrecurring End Office Establishment charge will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.

4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.

4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.

4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.

4.8 <u>Selective Call Routing Using Line Class Codes (SCR-LCC)</u>

4.8.1 Where <<customer_short_name>> has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.

4.8.2 SCR-LCC provides the capability for <<customer_short_name>> to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.

4.8.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.8.4 Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>> intends to provide <<customer_short_name>> - branded OCP/DA to its End Users in these multiple rate areas.

4.8.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth TOPS for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.

4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.

4.8.7 The rates for SCR-LCC are as set forth in Exhibit A. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

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

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

5.1.2 To the extent <<customer_short_name>> requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

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

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of <<customer_short_name>>.

5.3 Enhanced Extended Links (EELs)

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

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

5.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit <<customer_short_name>>'s high-capacity EELs as specified below.

5.3.4 Service Eligibility Criteria

5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.3.4.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;

5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

5.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk; and

5.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.3.4.3 BellSouth may, on an annual basis, audit <<customer_short_name>>'s records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that <<customer_short_name>> failed to comply with the service eligibility criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> did not comply in any material respect with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that <<customer_short_name>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> will maintain appropriate documentation to support its certifications.

5.3.4.4 In the event <<customer_short_name>> converts special access services to UNEs, <<customer_short_name>> shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 <u>UNE-P</u>

5.4.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport as defined in Section 4.4 above (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place new orders for UNE-P pursuant to this Agreement.

5.4.3.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of UNE-P during the Transition Period shall be as set forth in Exhibit A.

5.4.3.5 <<customer_short_name>> must submit orders, or spreadsheets if converting to UNE Loops through the Bulk Migration process, outlined in Section 2.1.10 above, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.

5.4.3.5.1 If <<customer_short_name>> fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.4.3.5 above prior to October 1, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

5.4.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.4.3.5 above or transitioned pursuant to Section 5.4.3.5. above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

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

5.5 Intercarrier Compensation

5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by <<customer_short_name>> utilizing Local Switching shall apply as follows:

5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.1 For calls terminating to third party carriers**,** such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If <<customer_short_name>> does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.1.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or

5.5.3.1.2 pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.

5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to <<customer_short_name>> utilizing Local Switching shall apply as follows:

5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network component; therefore, <<customer_short_name>> shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network component; therefore, <<customer_short_name>> shall not charge the originating CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.3 For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. <<customer_short_name>> may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.

5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by <<customer_short_name>> utilizing Local Switching where <<customer_short_name>> uses BellSouth's CIC for its End User's LPIC:

5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth may pay such charges and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If <<customer_short_name>> does not have such an agreement with a third party carrier and BellSouth is charged termination charges

by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or

5.5.3.3.3.2 pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to <<customer_short_name>> utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:

5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. <<customer_short_name>> may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A for such calls. <<customer_short_name>> shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.

5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, <<customer_short_name>> may bill the interexchange carrier in accordance with <<customer_short_name>>'s tariff and will not bill BellSouth any charges for such call. <<customer_short_name>> shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by <<customer_short_name>>, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to <<customer_short_name>>. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to <<customer_short_name>> unbundled access to interoffice

transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

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

6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those <<customer_short_name>> DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for <<customer_short_name>>'s Embedded Base during the Transition Period:

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

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

6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site, as (Initial Wire Center List).

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

6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Dedicated Transport and for <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit B, and the rates for <<customer_short_name>>'s Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.

6.2.6.6 The Transition Period shall apply only to (1) <<customer_short_name>>'s Embedded Base and Embedded Base Entrance Facilities; and (2) <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport. <<customer_short_name>> shall not add new Entrance Facilities pursuant to this Agreement. Further, <<customer_short_name>> shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 above of and as set forth in Section 6.2.6.10 below.

6.2.6.7 Once a wire center exceeds either of the thresholds set forth in this Sections 6.2.6.1 or 6.2.6.2 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Sections 6.2.6.1 or 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.

6.2.6.9 No later than December 9, 2005 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

6.2.6.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect

charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

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

6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

6.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.2.6.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 BellSouth shall:

6.3.1 Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

6.3.3 Permit, to the extent technically feasible, <<customer_short_name>> to connect Dedicated Transport to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and

6.3.4 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to <<customer_short_name>>.

6.5 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.

6.6 <<customer_short_name>> may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated

Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 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.

6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3;

6.7.2.4 STS-1; and

6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.

6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent <<customer_short_name>> is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 BellSouth shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> 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.

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

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

6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

6.9.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for <<customer_short_name>>'s Embedded Base during the Transition Period:

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

6.9.1.5 A list of wire centers meeting the criteria set forth in Section 6.9.1.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site.

6.9.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 above shall be as set forth in Exhibit B and the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 above shall be as set forth in Exhibit A.

6.9.1.7 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. <<customer_short_name>> shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.10 below. Further, <<customer_short_name>> shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

6.9.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.

6.9.1.9 No later than June 10, 2006 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other

BellSouth services as Conversions pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

6.9.1.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.9.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.9.2 For Embedded Base circuits converted pursuant to Section 6.9.1.9 above or transitioned pursuant to Section 6.9.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

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

6.9.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

6.9.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

6.9.1.10.3 For purposes of Section 6.9.1.10, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

6.9.1.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.9.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.9.1.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.9.1.10.6 above or transitioned pursuant to Section 6.9.1.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.10 Rearrangements

6.10.1 A request to move a working <<customer_short_name>> CFA to another <<customer_short_name>> CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.

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

6.10.3 Upon request of <<customer_short_name>>, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and <<customer_short_name>> may request OC-TS for such orders.

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

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other

provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to <<customer_short_name>> pursuant to this Agreement.

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

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

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

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

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

7.3.2.3 Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> 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.

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

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

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

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

7.3.2.8 BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'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.

7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from

<<customer_short_name>>, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 BellSouth shall perform backup and recovery of all of <<customer_short_name>>'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.

7.3.2.11 BellSouth shall provide <<customer_short_name>> 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 <<customer_short_name>> and BellSouth.

7.3.2.12 BellSouth shall prevent any access to or use of <<customer_short_name>> 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 <<customer_short_name>> in writing.

7.3.2.13 BellSouth shall provide <<customer_short_name>> 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 <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> 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 <<customer_short_name>> under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.

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

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

7.3.3 Interface Requirements

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

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

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

7.3.3.4 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.

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> 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. <<customer_short_name>> 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.

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

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

7.4.1.1 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

7.4.3.1 Technical Requirements

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

7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to

convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> 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 <<customer_short_name>> 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.

7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> 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 <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.

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

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

7.4.4 SS7

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

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

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>>-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from <<customer_short_name>> Local Switching systems; and

7.4.4.3.1.2 A B-link interface from <<customer_short_name>> local STPs.

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

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

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

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

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from <<customer_short_name>> local or tandem switching systems destined to

any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.

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

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

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA**.**

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

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

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

7.6 CNAM Database Service

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

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

7.6.2.1 <<customer_short_name>>'s End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

7.6.2.2 For each <<customer_short_name>> End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to <<customer_short_name>>'s End User. <<customer_short_name>> shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an <<customer_short_name>> End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of <<customer_short_name>>'s End Users.

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

7.7 SCE/SMS AIN Access

7.7.1 BellSouth's SCE/SMS AIN Access shall provide <<customer_short_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

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

7.7.3 BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.

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

7.7.5 <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

7.7.6 BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

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

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

8.2.1 BellSouth's 911 database vendor shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database through a specified electronic interface. <<customer_short_name>> shall contact BellSouth's 911

database vendor directly to request interface. <<customer_short_name>> shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of <<customer_short_name>> and BellSouth shall not be liable for the transactions between <<customer_short_name>> and BellSouth's 911 database vendor.

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

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

8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to <<customer_short_name>>, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for <<customer_short_name>> to assume responsibility for such records.

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

8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

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

8.3.1.1 The database capability allows <<customer_short_name>> to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of

the <<customer_short_name>> PBX 911 End User station telephone number for the 911 call that is placed by the End User.

8.3.2 <<customer_short_name>> may order either the database capability or the transport component as desired or <<customer_short_name>> may order both components of the service.

8.3.3 911 PBX Locate Database Capability. <<customer_short_name>>'s End User or <<customer_short_name>>'s End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

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

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

8.3.5.1 <<customer_short_name>> must provision all PBX station numbers in the same LATA as the E911 tandem.

8.3.6 <<customer_short_name>> agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by <<customer_short_name>>'s End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by <<customer_short_name>> or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by

BellSouth's gross negligence or wilful misconduct. <<customer_short_name>> is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to <<customer_short_name>>'s End User or DMA pursuant to these terms. Specifically, <<customer_short_name>>'s End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

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

8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires <<customer_short_name>> to order a CAMA type dedicated trunk from <<customer_short_name>>'s End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the <<customer_short_name>>'s End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. <<customer_short_name>> is responsible for connectivity between the End User's PBX and <<customer_short_name>>'s switch or POP location. <<customer_short_name>> will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer_short_name>> purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). <<customer_short_name>> is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

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

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

8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> pursuant to the terms and conditions set forth in Attachment 3.

9 White Page Listings

9.1 BellSouth shall provide <<customer_short_name>> and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between <<customer_short_name>> and BellSouth End Users. <<customer_short_name>> shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.1.2 Unlisted/Non-Published End Users. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

9.1.3 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> End User listings in BellSouth's Directory Assistance databases. <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no charge.

9.1.4 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

9.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

9.1.6 Rates. So long as <<customer_short_name>> provides listing information to BellSouth as set forth in Section 9.1.1 above, BellSouth shall provide to <<customer_short_name>> one (1) basic White Pages directory listing per <<customer_short_name>> End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of an LSR submitted solely to port a number from BellSouth, if such listing is requested on

the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

9.2 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> End User at no charge or as specified in a separate agreement between <<customer_short_name>> and BellSouth's agent.

9.3 Procedures for submitting <<customer_short_name>> Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.3.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

9.3.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the agreement.

9.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities,

demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.

9.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to <<customer_short_name>> for <<customer_short_name>>'s provision of Telecommunications Services 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 facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 <<customer_short_name>> may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 <<customer_short_name>> shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when

converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, <<customer_short_name>> may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that <<customer_short_name>> has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide <<customer_short_name>> with thirty (30) days written notice to disconnect or convert such Arrangements. If <<customer_short_name>> fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, <<customer_short_name>> shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> self-certifies that to the best of <<customer_short_name>>'s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon <<customer_short_name>>'s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the

General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill <<customer_short_name>> the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, <<customer_short_name>> shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9 <<customer_short_name>> may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the RNM.

1.11 Commingling of Services

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

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of

BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

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

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

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

1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

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

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

1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer_short_name>>'s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer_short_name>>'s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.

1.13.4 Testing/Trouble Reporting

1.13.4.1 <<customer_short_name>> will be responsible for testing and isolating troubles on Network Elements. <<customer_short_name>> must test and isolate trouble

to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will be required to provide the results of the <<customer_short_name>> test which indicate a problem on the BellSouth network.

1.13.4.2 Once <<customer_short_name>> has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.

1.13.4.3 If <<customer_short_name>> reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge <<customer_short_name>> a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. <<customer_short_name>> shall purchase the entire

bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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

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

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

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

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

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the time division multiplexing features, functions and capabilities of

such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 except as described below:

2.1.4.2.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.2.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3 A list of wire centers meeting the criteria set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site.

2.1.4.4 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 below, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.5 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.2.1 and 2.1.4.2.2 below, no future DS3 Loop unbundling will be required in that wire center.

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

2.1.4.11.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.2 above but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

2.1.4.11.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

2.1.4.11.3 For purposes of Section 2.1.4.11 above, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

2.1.4.11.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.4.11.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

2.1.4.11.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.1.4.11.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

2.1.4.11.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.11.6 above or transitioned pursuant to Section 2.1.4.11.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) 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.

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

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.8 <u>OC and Order Coordination-Time Specific (OC-TS)</u>

2.1.8.1 OC allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'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.

2.1.8.2 OC-TS allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> 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 is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> 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 BellSouth's intrastate 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 LSR basis.

2.1.9

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

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in <<customer_short_name>>'s 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 <<customer_short_name>> 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 Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to <<customer_short_name>> a Bulk Migration process pursuant to which <<customer_short_name>> may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should <<customer_short_name>> request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> must use the Bulk Migration process referenced in 2.1.11.1 above.

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); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 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/copper combination (hybrid loop) 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 <<customer_short_name>> 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 SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>>, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> 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 a 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 <<customer_short_name>> may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

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 <<customer_short_name>>. 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 <<customer_short_name>> 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 UDLs. 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, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

2.3.3 2-wire Unbundled ISDN Digital Loops. These 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. <<customer_short_name>> 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.

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 eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet 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 meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (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.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-Wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

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

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, 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. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (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 (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop 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 fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 <<customer_short_name>> may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL).

2.4.1 BellSouth shall make available 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 (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as 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.

2.4.3 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 (MDF) 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 six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (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 Makeup (LMU) process is not required

to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as 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 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper 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 routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

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

2.5.3 For any copper loop being ordered by <<customer_short_name>> which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two

thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

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

2.5.5 Rates for ULM are as set forth in Exhibit A.

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

2.5.7 If <<customer_short_name>> requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.5.8 <<customer_short_name>> 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 <<customer_short_name>> desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses 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 <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning):

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 "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 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.

2.6.3 If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's 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 (2) independent chambers or divisions that separate the service provider's network from the End User's 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.

2.7.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> may access the End User's premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow <<customer_short_name>> 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;

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

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 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 <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> 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.

2.7.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> 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.

2.7.4 Technical Requirements

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

2.7.4.2 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 <<customer_short_name>>'s NID.

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

2.8 Subloop Elements.

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

2.8.2 Unbundled Subloop Distribution (USLD)

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

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

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

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

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

2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a

public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

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

2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

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

2.8.2.7 The site set-up must be completed before <<customer_short_name>> can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'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.

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

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

2.8.3 Unbundled Network Terminating Wire (UNTW)

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

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

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 (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

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

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

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is

available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

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

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

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

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

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

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to <<customer_short_name>> LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide <<customer_short_name>> 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 <<customer_short_name>> 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 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 <<customer_short_name>> 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 as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> 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 (e.g., 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 <<customer_short_name>>'s ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 <<customer_short_name>> may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine Loop service capability, <<customer_short_name>> may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_short_name>> will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where <<customer_short_name>> has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_short_name>>.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

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

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

3.3 Provisioning Line Splitting and Splitter Space – UNE-L

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

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

3.4 CLEC Provided Splitter – Line Splitting – UNE-L

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

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

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

3.5 Maintenance – Line Splitting – UNE-L

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

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

4 Unbundled Network Element Combinations

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

4.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such

Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

4.1.2 To the extent <<customer_short_name>> requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

4.2 Rates

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

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

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

4.3 Enhanced Extended Links (EELs)

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

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

4.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit <<customer_short_name>>'s high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

4.3.4.3 BellSouth may, on an annual basis, audit <<customer_short_name>>'s records in order to verify compliance with the qualifying service eligibility criteria. The

audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that <<customer_short_name>> failed to comply with the service eligibility criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> did not comply in any material respect with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that <<customer_short_name>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> will maintain appropriate documentation to support its certifications.

4.3.4.4 In the event <<customer_short_name>> converts special access services to UNEs, <<customer_short_name>> shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

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

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport except as described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 A list of wire centers meeting the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site as (Initial Wire Center List).

5.2.2.4 Once a wire center exceeds either of the thresholds set forth in Sections 5.2.2.1 or 5.2.2.2 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

5.2.2.5 Once a wire center exceeds either of the thresholds set forth in Section 5.2.2.1 or 5.2.2.2, no future DS3 Dedicated Transport will be required in that wire center.

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

5.2.2.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

5.2.2.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

5.2.2.6.3 For purposes of Section 5.2.2.6, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

5.2.2.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.2.2.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or

converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.2.2.6.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 5.2.2.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.6 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.2.3 BellSouth shall:

5.2.4 Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier;

5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.2.6 Permit, to the extent technically feasible, <<customer_short_name>> to connect Dedicated Transport to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and

5.2.7 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.

5.3 BellSouth shall offer Dedicated Transport:

5.3.1 As capacity on a shared facility; and

5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to <<customer_short_name>>.

5.4 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.

5.5 <<customer_short_name>> may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 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.

5.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.6.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

5.7.1 To the extent <<customer_short_name>> is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.7.2 BellSouth shall make available the following channelization systems and interfaces:

5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> 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.

5.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

5.9.1 Dark Fiber Transport Requirements

5.9.1.1 For purposes of this Section 5.9, a Business Line is as defined in 47 C.F.R. § 51.5.

5.9.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:

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

5.9.1.3 A list of wire centers meeting the criteria set forth in Section 5.9.1.2.1 above as of March 10, 2005, (Initial List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.

5.9.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.9.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

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

5.9.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.9.1.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

5.9.1.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

5.9.1.5.3 For purposes of Section 5.9.1.5, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

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

5.9.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.9.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

5.9.1.5.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 5.9.1.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

5.9.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.9.1.5.6 above or transitioned pursuant to Section 5.9.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.11 Rearrangements

5.11.1 A request to move a working <<customer_short_name>> CFA to another <<customer_short_name>> CFA, where both CFAs terminate in the same BellSouth Central Office ("Change in CFA"), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.

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

5.11.3 Upon request of <<customer_short_name>>, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 5.10.1 and 5.10.2 above and <<customer_short_name>> may request OC-TS for such orders.

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

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

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

6.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

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

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

6.2.3 <<customer_short_name>> shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at www.interconnection.bellsouth.com/guides.

6.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to <<customer_short_name>>, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for <<customer_short_name>> to assume responsibility for such records.

6.2.4.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to <<customer_short_name>> that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. <<customer_short_name>> shall

review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to <<customer_short_name>> within two (2) months following the date of the Stranded Unlock report provided by BellSouth. <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of <<customer_short_name>>'s records.

6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

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

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

6.3.2 <<customer_short_name>> may order either the database capability or the transport component as desired or <<customer_short_name>> may order both components of the service.

6.3.3 911 PBX Locate Database Capability. <<customer_short_name>>'s End User or <<customer_short_name>>'s End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

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

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

6.3.5.1 <<customer_short_name>> must provision all PBX station numbers in the same LATA as the E911 tandem.

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

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

6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires <<customer_short_name>> to order a CAMA type dedicated trunk from <<customer_short_name>>'s End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

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

minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer_short_name>> purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). <<customer_short_name>> is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

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

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

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

7.1 BellSouth shall provide <<customer_short_name>> and its End Users access to white pages directory listings under the following terms:

7.1.1 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between <<customer_short_name>> and BellSouth End Users. <<customer_short_name>> shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published End Users. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

7.1.3 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> End

User listings in BellSouth's DA databases. <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no charge.

7.1.4 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as <<customer_short_name>> provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to <<customer_short_name>> one (1) basic White Pages directory listing per <<customer_short_name>> End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> End User at no charge or as specified in a separate agreement between <<customer_short_name>> and BellSouth's agent.

7.3 Procedures for submitting <<customer_short_name>> SLI are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.3.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), BellSouth's GSST. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

7.3.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its

systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the agreement.

7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.

7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91085045

Date: February 18, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Product/Service) – Triennial Review Remand Order (TRRO) – Unbundling Rules

Consistent with Carrier Notification SN91085039, posted on February 11, 2005, attached is the list of wire centers by Common Language Location Identifier (CLLI) that satisfy the Tier 1, Tier 2, and Tier 3 criteria[1] for dedicated transport and dark fiber, as well as the CLLI codes for the BellSouth wire centers that satisfy the non-impairment thresholds for DS-1 and DS-3 loops.

Pursuant to the Federal Communications Commission's (FCC) Triennial Review Remand Order (TRRO), effective March 11, 2005, BellSouth is no longer required, and will not accept orders, to provide on an unbundled basis at Total Element Long Run Incremental Cost (TELRIC) rates: (i) DS-1 dedicated transport on routes connecting two Tier 1 wire centers; (ii) DS-3 dedicated transport and dark fiber transport on routes connecting two Tier 1 wire centers, two Tier 2 wire centers, or a Tier 1 wire center and a Tier 2 wire center; (iii) DS-1 loops at any location within the service area of a wire center containing 60,000 or more business lines and four or more fiber-based collocators; and (iv) DS-3 loops at any location within the service area of a wire center containing 38,000 or more business lines and four or more fiber-based collocators. The wire centers that meet each of these criteria are identified on the attached list.[2]

To obtain more information about this notification, please contact your BellSouth contract negotiator.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

Attachment

[1] Tier 1, Tier 2 and Tier 3 wire centers are defined in paragraphs 112, 118, and 123, respectively, of the TRRO.

[2] In addition, as of March 11, 2005, BellSouth is no longer required, and will not accept orders to provide, new adds for unbundled switching at TELRIC rates or unbundled network platform (UNE-P), unbundled dark fiber loops, or entrance facilities.

FCC WC Docket No. 04-313.
BellSouth Telecommunications, Inc.
Filing Date: 02-18-05

Exhibit 1
Wirecenter Listings
for Non-Impairment Thresholds

		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
ABRDMSES	Aberdeen			X		
ABVLLAMA	Abbeville			X		
ACHLTNMT	Adams-Cedar Hill			X		
ACMENCMA	Acme			X		
ACWOGAMA	Acworth			X		
AGSTGAAU	Augusta Martinez			X		
AGSTGAFL	Augusta Fleming			X		
AGSTGAMT	Augusta Main		X			
AGSTGATH	Augusta Hill			X		
AHVLNCBI	Biltmore			X		
AHVLNCOH	O'Henry		X			
AHVLNCOT	Oteen			X		
AIKNSCMA	Aiken			X		
AIVLGAMA	Adairsville			X		
ALBSALMA	Alabaster			X		
ALBYGAMA	Albany	X				
ALBYLAMA	Albany			X		
ALCYALMT	Alexander City			X		
ALDLSCMA	Allendale			X		
ALLNKYMA	Allen			X		
ALPRGAMA	Alpharetta	X			X	X
ALVLALMA	Albertville-Main			X		
ALXNLADV	Alexandria-Deville			X		
ALXNLAMA	Alexandria-Main		X			
ALXNLATG	Alexandria-Tioga			X		
AMITLAMA	Amite			X		
AMRCGAMA	Americus			X		
AMRYMSMA	Amory			X		
ANGILAMA	Angie			X		
ANTNALLE	Anniston-Lenlock			X		
ANTNALMT	Anniston-Main&Toll			X		
ANTNALOX	Anniston-Oxford			X		
APEXNCCE	Apex			X		
APNGGAES	Appling			X		
ARCDLABW	Arcadia-Bienville			X		
ARCDLAMA	Arcadia-Main			X		
ARCHFLMA	Archer			X		
ARDNNCCE	Arden			X		
ARSNNCMA	Anderson			X		
ARSNSCAH	Abbeville			X		
ARSNSCMA	Anderson			X		
ARSNSCTV	Townville			X		
ARTNGAES	Arlington			X		
ARTNTNMT	Arlington			X		
ASCYTNMA	Ashland City			X		
ASLDMSMA	Ashland			X		
ASTLGAMA	Austell			X		
ATHNALER	Athens-Elk River			X		

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
ATHNALMA	Athens-Main			X		
ATHNGAMA	Athens	X				
ATHNTNMA	Athens			X		
ATLNGAAD	Adamsville			X		
ATLNGABH	Ben Hill			X		
ATLNGABU	Buckhead	X			X	X
ATLNGACD	Columbia Drive			X		
ATLNGACS	Courtland Street	X			X	X
ATLNGAEL	Decatur			X		
ATLNGAEP	East Point	X			X	
ATLNGAFP	Forest Park			X		
ATLNGAGR	Gresham			X		
ATLNGAHR	Hollywood Road			X		
ATLNGAIC	Indian Creek			X		
ATLNGALA	Lakewood			X		
ATLNGAPP	Peachtree Place	X			X	X
ATLNGASS	Sandy Springs	X			X	
ATLNGATH	Toco Hills	X			X	
ATLNGAWD	Woodland			X		
ATLNGAWE	West End			X		
ATSNNCMA	Atkinson			X		
ATTLALNM	Attalla-Main			X		
AUBNALMA	Auburn-Main&Toll			X		
AURRKYMA	Aurora			X		
BATHSCMA	Bath			X		
BAVLSCMA	Blackville			X		
BCHNGAES	Buchanan			X		
BCMTNCCE	Black Mountain			X		
BCRTFLBT	Boca Teeca		X			
BCRTFLMA	Boca Raton	X			X	
BCRTFLSA	Sandalfoot			X		
BCTNGAMA	Baconton			X		
BCTNMSMA	Buckatunna			X		
BDFRKYMA	Bedford			X		
BEMTMSMA	Blue Mountain			X		
BENTMSSU	Bentonia			X		
BERNLAMA	Bernice-Main			X		
BERNLASP	Bernice-Spearsville			X		
BETNSCMA	Belton			X		
BEVLSCMA	Bennettsville			X		
BGCHMSSU	Bogue Chitto			X		
BGDDKYMA	Bagdad			X		
BGLSLAMA	Bogalusa			X		
BGPIFLMA	Big Pine			X		
BGRTGAMA	Bogart Statham			X		
BGSNTNMA	Big Sandy			X		
BHISSCMA	Beech Island			X		
BILXMSDI	Biloxi-Diberville			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
BILXMSED	Edgewater			X		
BILXMSMA	Biloxi-Howard Ave			X		
BKVLFLJF	Brooksville			X		
BKVLMSSU	Brooksville			X		
BLBGSCMA	Blacksburg			X		
BLCSGAES	Blackshear			X		
BLDWFLMA	Baldwin			X		
BLDWLAMA	Baldwin			X		
BLDWMSMF	Baldwyn			X		
BLFDKYMA	Bloomfield			X		
BLFNALMA	Bell Fontaine			X		
BLGLFLMA	Belle Glade			X		
BLGPTNMA	Bulls Gap			X		
BLLSTNMA	Bells			X		
BLMTMSMA	Belmont			X		
BLMTNCCE	Belmont			X		
BLNCLAMA	Blanchard			X		
BLNCTNMT	Blanche			X		
BLNHSCMA	Blenheim			X		
BLRGSCMA	Blue Ridge			X		
BLRKNCCE	Blowing Rock			X		
BLSPKYMA	Bluff Springs			X		
BLVRTNMA	Bolivar			X		
BLZNMSMA	Belzoni			X		
BMBRSCMA	Bamberg			X		
BNBRGAMA	Bainbridge			X		
BNITMSMA	Benoit			X		
BNLYKYMA	Benham Lynch			X		
BNNLFLMA	Bunnell			X		
BNTNKYMA	Benton			X		
BNTNLAMA	Benton			X		
BNTNMSSU	Benton			X		
BNTNTNMT	Benton			X		
BNVLMSMA	Booneville			X		
BOAZALMA	Boaz-Main			X		
BOONNCKI	Boone			X		
BOTNMSMA	Bolton			X		
BOYCLAMA	Boyce			X		
BRGNKYMA	Burgin			X		
BRGWNCMA	Burgaw			X		
BRHMALCH	Birmingham-Cahaba Heights			X		
BRHMALCP	Birmingham-Centerpoint			X		
BRHMALEL	Birmingham-East Lake			X		
BRHMALEN	Birmingham-Ensley			X		
BRHMALEW	Birmingham-Eastwood			X		
BRHMALFO	Birmingham-Forestdale			X		
BRHMALFS	Birmingham-Five Points South			X		
BRHMALHW	Birmingham-Homewood			X		

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
BRHMALMT	Birmingham-Main & Toll	X			X	X
BRHMALOM	Birmingham-Oak Mountain			X		
BRHMALOX	Birmingham-Oxmoor		X			
BRHMALRC	Birmingham-Riverchase	X				
BRHMALTA	Birmingham-Tarrant			X		
BRHMALVA	Birmingham-Valley			X		
BRHMALWE	Birmingham-West End			X		
BRHMALWL	Birmingham-Woodlawn			X		
BRHNMSMA	Brookhaven			X		
BRMNGAES	Bremen			X		
BRMNKYMA	Bremen			X		
BRNDMSES	Brandon			X		
BRPTALMA	Bridgeport-Main			X		
BRSNFLMA	Bronson			X		
BRSSLAMA	Broussard			X		
BRTOALMA	Brewton			X		
BRTWKYES	Bardstown			X		
BRVIGAMA	Barnesville			X		
BRVLMSMA	Burnsville			X		
BRWDMSMA	Briarwood			X		
BRWKGAMA	Brunswick			X		
BRWLSCBE	Barnwell			X		
BSCYNCMA	Bessemer City			X		
BSLSMSMA	Bay St Louis			X		
BSMRALBP	Bessemer-Birmingport			X		
BSMRALBU	Bessemer-Bucksville			X		
BSMRALHT	Bessemer-Hueytown			X		
BSMRALMA	Bessemer-Main			X		
BSTRLAMA	Bastrop			X		
BTBGSCMA	Batesburg			X		
BTRGLABK	Br-Baker			X		
BTRGLABS	Br-Brusly			X		
BTRGLAGW	Br-Goodwood	X			X	
BTRGLAHR	Br-Hooper			X		
BTRGLAIS	Br-Istrouma			X		
BTRGLAMA	Br-Main	X			X	
BTRGLAOH	Br-Oak Hills			X		
BTRGLASB	Br-Suburban		X			
BTRGLASW	Br-Sherwood			X		
BTRGLAWN	Br-Woodlawn			X		
BTSPTNMA	Bethel Springs			X		
BTVLMSDS	Batesville			X		
BUFRGABH	Buford			X		
BUMTMSMA	Beaumont			X		
BUNKLAMA	Bunkie			X		
BURLNCDA	Davis Street		X			
BURLNCEL	Elon			X		
BURLNCHA	Haw River			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
BURSLAMA	Buras			X		
BUSHLAMA	Bush			X		
BVDMKYMA	Beaver Dam			X		
BWDNGAMA	Bowdon			X		
BWLGKYMA	Bowling Green State Street			X		
BWLGKYRV	Bowling Green Richardsville			X		
BWVLTNMA	Brownsville			X		
BXLYGAES	Baxley			X		
BYBHFLMA	Boynton Beach		X			
BYMNALMA	Bay Minette			X		
BYVLKYMA	Beattyville			X		
CADZKYMA	Cadiz			X		
CAFBMSMA	Columbus Afb			X		
CALRALMA	Calera			X		
CARYNCCE	Cary	X				
CARYNCWS	Cary Weston			X		
CASTLAMA	Castor			X		
CCBHFLAF	Cobch Cape Canaveral W. C.			X		
CCBHFLMA	Cocoa Beach			X		
CCHRGAMA	Cochran			X		
CDKYFLMA	Cedar Key			X		
CDTWGAMA	Cedartown			X		
CDWRMSMA	Coldwater			X		
CENTSCWS	Central			X		
CFLDFLMA	Chiefland			X		
CFVLMSMA	Coffeeville			X		
CHAPSCCL	Chapin-Little Mtn.			X		
CHBGALMA	Childersburg			X		
CHBYLAMA	Chackbay			X		
CHLSALMA	Chelsea			X		
CHMBGAMA	Chamblee	X			X	
CHNKMSSU	Chunky			X		
CHPLFLJA	Chipley			X		
CHPLKYMA	Chaplin			X		
CHRLNCBO	South Blvd.	X				
CHRLNCCA	Caldwell Street	X			X	X
CHRLNCCE	Central Avenue			X		
CHRLNCCR	Carmel			X		
CHRLNCDE	Derita	X				
CHRLNCER	Erwin Road			X		
CHRLNCLP	Lake Pointe	X				
CHRLNCMI	Mint Hill			X		
CHRLNCOD	Charlotte-Douglas			X		
CHRLNCRE	Reid	X				
CHRLNCSH	Sharon Amity	X				
CHRLNCTH	Thomasboro			X		
CHRLNCUN	University Park	X				
CHRLTNMT	Charlotte			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
CHRWSCES	Cheraw			X		
CHTGTNBR	Chattanooga-Brainerd		X			
CHTGTNDT	Chattanooga-Dodds Ave		X			
CHTGTNHT	Chattanooga-Harrison			X		
CHTGTNMV	Chattanooga-Middle Valley			X		
CHTGTNNS	Chattanooga-Ninst Street	X				
CHTGTNRB	Chattanooga-Redbank			X		
CHTGTNRO	Chattanooga-Rossville			X		
CHTGTNSE	Chattanooga-St Elmo			X		
CHTGTNSM	Chattanooga-Signal Mountain			X		
CHTNMSMA	Charleston			X		
CHTNSCDP	Deer Park			X		
CHTNSCDT	Charleston	X				
CHTNSCJM	James Island			X		
CHTNSCJN	Johns Island			X		
CHTNSCLB	Lambs			X		
CHTNSCNO	Charleston North		X			
CHTNSCWA	West Ashley			X		
CHTNTNMT	Charleston			X		
CHVLNCCE	Cherryville			X		
CLANALMA	Clanton			X		
CLAYKYMA	Clay			X		
CLDGTNMA	Cumberland Gap			X		
CLDNMSMA	Caledonia			X		
CLEVMSMA	Cleveland			X		
CLEVNCMA	Cleveland			X		
CLEVTNMA	Cleveland			X		
CLFXLAMA	Colfax			X		
CLHNGAES	Calhoun			X		
CLHNKYMA	Calhoun			X		
CLHNLAMA	Calhoun			X		
CLIOSCMA	Clio			X		
CLMALAMA	Columbia			X		
CLMAMSMA	Columbia			X		
CLMASCAR	Arden			X		
CLMASCBQ	Beckman Rd.			X		
CLMASCCH	Camden Highway			X		
CLMASCDF	Dutch Fork			X		
CLMASCPA	Parklane Remote			X		
CLMASCSA	St. Andrews	X				
CLMASCSC	South Congaree			X		
CLMASCSH	Sumter Highway			X		
CLMASCSN	Senate Street	X			X	X
CLMASCSU	Sunset			X		
CLMASCSW	Swift			X		
CLMATNMA	Columbia Main			X		
CLMBALMA	Columbiana			X		
CLMBGABV	Baker Village			X		

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for Non-Impairment Thresholds

		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
CLMBGAMT	Columbus Main	X				
CLMBGAMW	Meadow Wood			X		
CLMBMSMA	Columbus			X		
CLMNALFA	Cullman-Fairview			X		
CLMNALJC	Cullman-Jones Chapel			X		
CLMNALMA	Cullman-Main			X		
CLMTGAMA	Clermont			X		
CLMTNCMA	Claremont			X		
CLNSMSMA	Collins			X		
CLPTKYMA	Cloverport			X		
CLQTGAES	Colquitt			X		
CLSNSCMA	Clemson			X		
CLTNKYES	Clinton			X		
CLTNLAMA	Clinton			X		
CLTNSCMA	Clinton			X		
CLTNTNMA	Clinton			X		
CLVLTNMA	Clarksville Main			X		
CLVRSCES	Clover			X		
CLYDNCMA	Clyde			X		
CMBGKYMA	Campbellsburg			X		
CMCYTNMT	Cumberland City			X		
CMDNSCLG	Lugoff			X		
CMDNSCMA	Camden			X		
CMDNTNMA	Camden			X		
CMLLGAMA	Camilla			X		
CMNGGAMA	Cumming			X		
CNCRGAMA	Concord			X		
CNCYKYMA	Central City			X		
CNHMTNMA	Cunningham			X		
CNTMFLLE	Cantonment			X		
CNTNKYMA	Canton			X		
CNTNMSMA	Canton			X		
CNTNNCMA	Canton Main			X		
CNTWKYMA	Centertown			X		
CNVIALMA	Centreville			X		
CNVIMSMA	Centreville			X		
CNVLLAMA	Centerville			X		
CNVLTNMA	Centerville			X		
CNVNLAMA	Convent			X		
CNVRLAMA	Converse			X		
CNYRGAMA	Conyers			X		
COCOFLMA	Cocoa Main	X				
COCOFLME	Merritt Island			X		
COMOMSMA	Como			X		
CORDGAMA	Cordele			X		
COTNKYMA	Crofton			X		
COVLMSSU	Collinsville			X		
CPHLNCRO	Rosemary	X			X	

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		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
CRBHNCCE	Carolina Beach			X		
CRBNKYMA	Corbin			X		
CRBOKYMA	Crab Orchard			X		
CRDVALMA	Cordova			X		
CRHLALNM	Carbon Hill			X		
CRHLTNCB	Copper Hill			X		
CRLDALMA	Courtland			X		
CRLNNCMA	Caroleen			X		
CRLSKYMA	Carlisle			X		
CRNCLAMA	Carencro			X		
CRNSMSMA	Crenshaw			X		
CRNTMSMA	Corinth			X		
CRPLTNMA	Cross Plains-Orlinda			X		
CRSPMSMA	Crystal Springs			X		
CRTHMSMA	Carthage			X		
CRTHTNMA	Carthage			X		
CRTNGAMA	Carrollton			X		
CRTNKYMA	Carrollton			X		
CRTNMSMA	Carrollton			X		
CRVLGAMA	Cartersville			X		
CRVLTNMA	Collierville			X		
CRWYLAMA	Crowley			X		
CSCYFLBA	Cross City			X		
CSDLMSMA	Clarksdale			X		
CSHTLAMA	Coushatta			X		
CSHYNCMA	Castle Hayne			X		
CSSTGAMA	Cusseta			X		
CSVLMSSU	Causeyville			X		
CTRNALNM	Citronelle			X		
CULKTNMA	Culleoka			X		
CVSPGAMA	Cave Spring			X		
CVTNGAMT	Covington			X		
CVTNLAMA	Covington			X		
CVTNTNMT	Covington			X		
CWPNSCMA	Cowpens			X		
CWVLLAMA	Crowville			X		
CXTNGAMA	Claxton			X		
CYDNKYMA	Corydon			X		
CYNTKYMA	Cynthiana			X		
CYTNALMA	Clayton			X		
DAVLKYMA	Danville			X		
DBCHLAMA	Dubach			X		
DBLNGAMA	Dublin			X		
DBRYFLDL	Deltona			X		
DBRYFLMA	Debary Main			X		
DCHLMSMA	Duck Hill			X		
DCTRALMT	Decatur-Main&Toll			X		
DCTRTNMT	Decatur			X		

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		Interoffice Transport			High Capacity Loops	
WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
DDVLALMA	Dadeville			X		
DELDFLMA	Deland			X		
DELHLAMA	Delhi			X		
DFFEMSMA	Duffee			X		
DGVLGAMA	Douglasville			X		
DIXNKYMA	Dixon			X		
DKLBMSMA	Dekalb			X		
DKSNTNMT	Dickson			X		
DLBHFLKP	Kings Point			X		
DLBHFLMA	Delray Beach		X			
DLCXLAMA	Delacroix			X		
DLLNSCMA	Dillon			X		
DLLSGAES	Dallas			X		
DLSPFLMA	Deleon Springs			X		
DLTHGAHS	Duluth	X				
DMPLALMA	Demopolis			X		
DNCNMSMA	Duncan			X		
DNLNFLWM	Dunnellon			X		
DNMKSCES	Denmark			X		
DNRGTNMA	Dandridge			X		
DNSPLAMA	Denham Springs			X		
DNVLLAMA	Donaldsonville			X		
DNVRNCMA	Denver			X		
DNWDGAMA	Dunwoody	X			X	X
DORAALMA	Dora			X		
DOVRTNMT	Dover			X		
DRBHFLMA	Deerfield Beach		X			
DRBOKYES	Drakesboro			X		
DRDRLAMA	Deridder			X		
DREWMSMA	Drew			X		
DRNTMSMA	Durant			X		
DRPGLAMA	Dry Prong			X		
DRTNSCMA	Darlington			X		
DULCLAMA	Dulac			X		
DUSNLAMA	Duson			X		
DVSNNCPO	Davidson			X		
DWSPKYES	Dawson Springs			X		
DYBGTNMA	Dyersburg			X		
DYBHFLFN	Fentress			X		
DYBHFLMA	Daytona Beach Main	X			X	
DYBHFLOB	Ormond Beach			X		
DYBHFLOS	Ocean Shores			X		
DYBHFLPO	Port Orange			X		
DYERTNMT	Dyer			X		
DYLNLAMA	Doyline			X		
DYTNTNMA	Dayton			X		
EAVLTNMA	Eagleville			X		
EBTNGAMA	Elberton			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
EDBHSCMA	Edisto Island			X		
EDFDSCMA	Edgefield			X		
EDGRLAMA	Edgard			X		
EDVLKYMA	Eddyville			X		
EDWRMSDS	Edwards			X		
EGLLFLBG	Bowe Gardens			X		
EGLLFLIH	Indian Harbor Beach W. C.			X		
EKTNKYMA	Elkton			X		
ELBONCMA	Ellenboro			X		
ELCYKYES	Elkhorn City			X		
ELVLMSMA	Ellisville			X		
EMNNKYES	Eminence			X		
EMNNKYPL	Eminence-Pleasureville			X		
ENKANCMA	Enka			X		
ENSRKYMA	Ensor			X		
ENTRMSMA	Enterprise			X		
EORNFLMA	East Orange			X		
EOVRSCMA	Eastover			X		
EPPSLAMA	Epps			X		
ERTHLAMA	Erath			X		
ERTNKYMA	Earlington			X		
ESLYSCMA	Easley			X		
ESMNGAES	Eastman			X		
ETHLMSMA	Ethel			X		
ETTNGAES	Eaton			X		
ETWHTNMT	Etowah			X		
EUFLALMA	Eufaula			X		
EUNCLAMA	Eunice			X		
EUPRMSFA	Eupora			X		
EUTWALBO	Eutaw-Boligee			X		
EUTWALMA	Eutaw-Main			X		
EVRGALMA	Evergreen			X		
FAMTNCMA	Fairmont			X		
FDCKKYES	Fedscreek			X		
FDVLKYMA	Fordsville			X		
FEBRKYMA	Freeburn			X		
FIVLTNMA	Maryville-Friendsville			X		
FKLNGAMA	Franklin			X		
FKLNKYMA	Franklin			X		
FKLNLAMA	Franklin			X		
FKLNTNCC	Cool Springs			X		
FKLNTNMA	Franklin		X			
FKTNLAMA	Franklinton			X		
FLBHFLMA	Flagler Beach			X		
FLBHSCMA	Folly Beach			X		
FLBRGAMA	Flowery Branch			X		
FLORMSMA	Flora			X		
FLRNALMA	Florence-Main			X		

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
FLRNLAMA	Florien			X		
FLRNSCMA	Florence		X			
FLSMLAMA	Folsom			X		
FLTNKYMA	Fulton			X		
FLVLTNMA	Flintville			X		
FMTNALMT	Flomaton			X		
FNINSCES	Fountain Inn			X		
FNVLKYMA	Finchville			X		
FNVLSCMA	Fingerville			X		
FORDKYMA	Ford			X		
FORSMSMA	Forest			X		
FRBHFLFP	Fernandina Beach			X		
FRBNGAEB	Fairburn			X		
FRCYNCCE	Forest City			X		
FRDNKYMA	Fredonia			X		
FRDNTNMA	Fredonia			X		
FRDYLAMA	Ferriday			X		
FRFTKYES	Frankfort East			X		
FRFTKYMA	Frankfort Main			X		
FRHPALMA	Fairhope			X		
FRPNMSMA	Friars Point			X		
FRSYGAMA	Forsyth			X		
FRVLLADV	Farmerville-Downsville			X		
FRVLLAMA	Farmerville-Main			X		
FRVWNCMA	Fairview			X		
FRVWTNMT	Fairview			X		
FTDPALMA	Fort Deposit			X		
FTGRFLMA	Ft. George			X		
FTLDFLAP	Ft. Ldl. Airport Remote			X		
FTLDFLCR	Coral Ridge	X				
FTLDFLCY	Cypress	X				
FTLDFLJA	Jacaranda	X				
FTLDFLMR	Ft. Laud. Main	X			X	X
FTLDFLOA	Oakland	X				
FTLDFLPL	Plantation	X				
FTLDFLSG	Sawgrass			X		
FTLDFLSU	Sunrise			X		
FTLDFLWN	Weston			X		
FTNCLAMA	Fort Necessity			X		
FTPRFLMA	Fort Pierce		X			
FTPYALMA	Fort Payne-Main			X		
FTVYGAMA	Ft. Valley			X		
FYTTMSMA	Fayette			X		
FYVLGASG	Fayetteville			X		
FYVLTNMA	Fayetteville			X		
GALLTNMA	Gallatin			X		
GAY-GAMA	Gay			X		
GBLDLAMN	Gibsland			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
GBSNGAES	Gibson			X		
GBSNLAMA	Gibson			X		
GBSNNCMA	Gibson			X		
GBSNTNMT	Gibson			X		
GBVLKYMA	Gilbertsville			X		
GCSPFLCN	Green Cove Springs			X		
GCVLFLMA	Graceville			X		
GDJTTNMA	Grand Junction			X		
GDMNMSMA	Goodman			X		
GDSDALHS	Gadsden-Hillside			X		
GDSDALMT	Gadsden-Main&Toll			X		
GDSDALRD	Gadsden-Rainbow Drive			X		
GDVLTNMA	Goodlettsville			X		
GDWRALMA	Goodwater			X		
GENVFLMA	Geneva			X		
GFNYSCMA	Gaffney			X		
GHNTKYMA	Ghent			X		
GIVLSCMA	Graniteville			X		
GLBONCAD	Adamsville			X		
GLBONCMA	N. William			X		
GLBRFLMC	Gulf Breeze			X		
GLPTMSLY	Gulfport-Lyman			X		
GLPTMSTS	Gulfport-22Nd Ave			X		
GLSNTNMA	Gleason			X		
GLSTMSMA	Gloster			X		
GNBOALMA	Greensboro			X		
GNBOGAES	Greensboro			X		
GNBONCAP	Airport			X		
GNBONCAS	Asheland	X			X	
GNBONCEU	Eugene St.	X			X	X
GNBONCHO	Mt. Hope Church			X		
GNBONCLA	Lawndale			X		
GNBONCMC	Mcknight			X		
GNBONCPG	Pleasant Garden			X		
GNBRTNMA	Greenbrier			X		
GNFDTNMT	Greenfield			X		
GNHMNCMA	Grantham			X		
GNSNMSMA	Gunnison			X		
GNVLGAMA	Greenville			X		
GNVLKYMA	Greenville			X		
GNVLMSMA	Greenville			X		
GNVLSCBE	Berea			X		
GNVLSCCH	Churchill			X		
GNVLSCCR	Crestwood			X		
GNVLSCDT	Greenville	X			X	X
GNVLSCWE	Greenville West			X		
GNVLSCWP	Ware Place			X		
GNVLSCWR	Woodruff		X			

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
GNWDLAMA	Greenwood			X		
GNWDMSMA	Greenwood			X		
GRACKYMA	Gracey			X		
GRCNLAMA	Grand Cane			X		
GRDLALNM	Gardendale			X		
GRERSCMA	Greer			X		
GRFNGAMA	Griffin			X		
GRLYALMA	Gurley-Main			X		
GRNBTNMA	Greenback			X		
GRNDMSMA	Grenada			X		
GRNGLAMA	Grambling			X		
GRTWKYMA	Georgetown			X		
GRTWLAMA	Georgetown			X		
GRVRNCMA	Grover			X		
GSTANCDA	Dallas			X		
GSTANCSO	South St.		X			
GSVLFLMA	Gainesville Main	X			X	X
GSVLFLNW	Gainesville Nw			X		
GSVLGAMA	Gainesville		X			
GTBGTNMT	Gatlinburg			X		
GTHRKYMA	Guthrie			X		
GTVLALNM	Guntersville-Main			X		
GTVLGAMA	Grantville			X		
GTWDNCMA	Gatewood			X		
GTWSTNSW	Memphis-Southwind			X		
GYDNLAMA	Gueydan			X		
GYVLALNM	Graysville			X		
HABTKYMA	Habit			X		
HANSKYMA	Hanson			X		
HAVNFLMA	Havana			X		
HBSDFLMA	Hobe Sound			X		
HBVLKYMA	Hebbardsville			X		
HCGVSCMA	Hickory Grove			X		
HCMNKYMA	Hickman			X		
HDBGKYMA	Harrodsburg			X		
HDLBMSMA	Heidelberg			X		
HDVLTNMA	Hendersonville			X		
HGTNLAKN	Haughton-Koran			X		
HGTNLAMA	Haughton-Main			X		
HGVLGAMA	Hogansville			X		
HHNWTNMA	Hohenwald			X		
HIMNTNMA	Harriman			X		
HLLSTNMT	Halls			X		
HLNVFLMA	Holly Navarre			X		
HLSPMSMA	Holly Springs			X		
HLVIALMA	Holtville			X		
HLWDFLHA	Hallandale			X		
HLWDFLMA	Hollywood Main		X			

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
HLWDFLPE	Pembroke-431 Hw	X			X	
HLWDFLWH	West Hollywood	X				
HMBLTNMA	Humboldt			X		
HMLTNCMA	Hamlet			X		
HMNDLAMA	Hammond			X		
HMPNGAJW	Hampton			X		
HMPSTNMA	Hampshire			X		
HMSTFLEA	Villages Homestead			X		
HMSTFLHM	Homestead			X		
HMSTFLNA	Naranja			X		
HMTNGAMA	Hamiltn			X		
HMTNMSSU	Hamilton			X		
HNLDTNMA	Huntland			X		
HNNGTNMA	Henning			X		
HNPHSCMA	Honea Path			X		
HNSNKYMA	Henderson			X		
HNSNTNMT	Henderson			X		
HNTGTNMA	Huntingdon			X		
HNVIALLW	Huntsville-Lakewood			X		
HNVIALMT	Huntsville-Main&Toll		X			
HNVIALPW	Huntsville-Parkway			X		
HNVIALRA	Huntsville-Redstone Arsenal		X			
HNVIALRW	Huntsville Research West			X		
HNVIALUN	Huntsville-University			X		
HNVLALBR	Hanceville-Bremen			X		
HNVLALNM	Hanceville-Main			X		
HNVLNCCH	North Church			X		
HNVLNCED	Edneyville			X		
HNVLNCMI	Mills River			X		
HODLMSMA	Hollandale			X		
HOMRLAMA	Homer			X		
HOUMLAMA	Houma			X		
HPHZGAES	Hepzibah			X		
HPVLKYMA	Hopkinsville			X		
HPVLMSSU	Harperville			X		
HRBGKYES	Hardinsburg			X		
HRBGLAMA	Harrisonburg			X		
HRBOALOM	Hurtsboro			X		
HRFRKYMA	Hartford			X		
HRFRTNMA	Newport-Hartford			X		
HRLMGAMA	Harlem			X		
HRLNKYMA	Harlan			X		
HRLYMSMA	Hurley			X		
HRNBLAMA	Hornbeck			X		
HRNBTNMT	Hornbeak			X		
HRNNMSDS	Hernando			X		
HRTSALNM	Hartselle-Main			X		
HRTSALPE	Hartselle-Pence			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
HSTNMSMA	Houston			X		
HSVLNCCE	Huntersville			X		
HTBGMSMA	Hattiesburg-Main		X			
HTBGMSWE	Hattiesburg-West			X		
HTISFLMA	Hutch Is-Jen Bch-225,334			X		
HTVLSCMA	Hartsville			X		
HTVLTNMA	Hartsville			X		
HWTHFLMA	Hawthorne			X		
HWVLKYMA	Hawesville			X		
HYVLLAMA	Haynesville			X		
HZGRALMA	Hazel Green-Main			X		
HZLHGAMA	Hazelhurst			X		
HZLHMSMA	Hazelhurst			X		
INDNMSMA	Indianola			X		
INDPLAMA	Independence			X		
INDPMSSU	Independence			X		
INEZKYMA	Inez			X		
INVRMSMA	Inverness			X		
ISLDKYMA	Island			X		
ISLMFLMA	Islamorada			X		
ISPLSCIS	Isle Of Palms			X		
ITBNMSMA	Itta Bena			X		
IUKAMSES	Iuka			X		
JAY-FLMA	Jay			X		
JCBHFLAB	Jax Beach Atlantic			X		
JCBHFLMA	Jkvl. Beach			X		
JCBHFLSP	Jax Beach San Pablo			X		
JCSNALNM	Jackson			X		
JCSNGAMA	Jackson			X		
JCSNKYMA	Jackson			X		
JCSNLAMA	Jackson			X		
JCSNMSBL	Jackson-Belvedere			X		
JCSNMSCB	Clinton - Clinton Boulevard			X		
JCSNMSCP	Jackson-Capitol Pearl	X			X	X
JCSNMSMB	Jackson-Meadowbrook		X			
JCSNMSNR	Jackson-North Rankin			X		
JCSNMSPC	Jackson-Pearl City			X		
JCSNMSRW	Jackson-Rdgewood Road			X		
JCSNTNMA	Jackson-Main			X		
JCSNTNNS	Jackson-Northside			X		
JCVLALMA	Jacksonville-Main			X		
JCVLFLAR	Arlington	X				
JCVLFLBW	Beachwood		X			
JCVLFLCL	Clay	X			X	X
JCVLFLFC	Fort Caroline			X		
JCVLFLIA	Airport Rsc			X		
JCVLFLJT	South Point Rsm			X		
JCVLFLLF	Lake Forest			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
JCVLFLNO	Normandy			X		
JCVLFLOW	Oceanway			X		
JCVLFLRV	Riverside			X		
JCVLFLSJ	San Jose	X				
JCVLFLSM	San Marco	X				
JCVLFLWC	Wesconnett			X		
JESPGAES	Jesup			X		
JFCYTNMA	Jefferson City			X		
JHCRGAES	Johnson Corner			X		
JHTNSCMA	Johnston			X		
JKISGAMA	Jekyll Island			X		
JLLCTNMA	Jellico			X		
JNBOGAMA	Jonesboro			X		
JNBOLAMA	Jonesboro			X		
JNCYKYMA	Junction City			X		
JNGSLAMA	Jennings			X		
JNRTLAMA	Jeanerette			X		
JNTWMSMA	Jonestown			X		
JNVLLAMA	Jonesville			X		
JNVLSCMA	Jonesville			X		
JONNSCES	Joanna			X		
JPTRFLMA	Jupiter			X		
JSBNLAMA	Jesuit Bend			X		
JSPRALMT	Jasper			X		
JSPRTNMT	Jasper			X		
JULNNCMA	Julian			X		
KGMTNCMA	Kings Mountain			X		
KGTNGAMA	Kingston			X		
KGTNTNMT	Kingston			X		
KKVLKYMA	Kirksville			X		
KLLNALMA	Killen			X		
KLMCMSMA	Kilmichael			X		
KNDLNCCE	Knightdale			X		
KNNRLABR	Kenner-Briarwood		X			
KNNRLAHN	Kenner-Harahan			X		
KNTNTNMA	Kenton			X		
KNVLTNBE	Knoxville-Bearden			X		
KNVLTNFC	Knoxville-Fountain City			X		
KNVLTNMA	Knoxville-Main	X			X	
KNVLTNWH	Knoxville-West Hills			X		
KNVLTNYH	Knoxville-Young High			X		
KNWDLAMA	Kentwood			X		
KRSPLAMA	Krotz Springs			X		
KSCSMSMA	Kosciusko			X		
KTCHLAMA	Keatchie			X		
KTVLLAMA	Keithville			X		
KYHGFLMA	Keystone			X		
KYLRFLLS	Largo Sound			X		

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		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
KYLRFLMA	Key Largo			X		
KYWSFLMA	Key West			X		
LAKEMSMA	Lake			X		
LARLMSMA	Laurel			X		
LATTSCLS	Latta			X		
LBJTKYMA	Lebanon Junction			X		
LBNNTNMA	Lebanon			X		
LBRTMSMA	Liberty			X		
LBRTSCMA	Liberty			X		
LBVLLAMA	Labadiville			X		
LCDLMSMA	Lucedale			X		
LCMBLAMA	Lacombe			X		
LCMPLAMA	Lecompte			X		
LCPTLAMA	Lockport			X		
LCSRNCMA	Leicester			X		
LCSTNCMA	Locust			X		
LELDMSMA	Leland			X		
LENAMSSU	Lena			X		
LENRNCHA	Harper Avenue			X		
LENRNCHU	Hudson			X		
LERYGAMA	Leary			X		
LEVLLABF	Leesville Burr Ferry			X		
LEVLLAFP	Leesville Fort Polk			X		
LEVLLAMA	Leesville Main			X		
LEVLLASN	Leesville Simpson			X		
LFLTTNMA	Lafollette			X		
LFTTLAMA	Lafitte			X		
LFYTALRS	Lafayette			X		
LFYTKYMA	Lafayette			X		
LFYTLAMA	Lafayette Main	X				
LFYTLAVM	Lafayette Vermilion			X		
LGPTLAMA	Logansport			X		
LGRNGAMA	Lagrange			X		
LGRNKYES	Lagrange			X		
LGTNALMA	Leighton			X		
LGVLGACS	Loganville			X		
LKARLAMA	Lake Arthur			X		
LKCHLADT	Lake Charles Main		X			
LKCHLAMB	Lake Charles Moss Bluff			X		
LKCHLAMW	Lake Charles - Maplewood			X		
LKCHLAUN	Lake Charles University			X		
LKCTLAMA	Lake Catherine			X		
LKCYFLMA	Lake City			X		
LKCYTNMA	Lake City			X		
LKLRNCCE	Lake Lure			X		
LKMRFLHE	Lake Mary			X		
LKPKGAMA	Lake Park			X		
LKPRLAAL	Lake Providence-Alsatia			X		

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Wirecenter Listings
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		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
LKPRLAMA	Lake Providence-Main			X		
LKVWSCMA	Lake View			X		
LKWLSCRS	Lake Wylie			X		
LLBNGAMA	Lilburn		X			
LLNGLABU	Luling-Boutte			X		
LLNGLAHV	Luling-Hahnville			X		
LMCYGAMA	Lumber City			X		
LMKNGAMA	Lumpkin			X		
LMTNMSSS	Lumberton			X		
LMTNNCMA	Lumberton			X		
LNBHNCMA	Long Bch.			X		
LNCYTNMA	Lenoir City			X		
LNDNALMA	Linden			X		
LNTNNCMA	Lincolnton Main			X		
LNTNNCVA	Lincolnton Vale			X		
LODNTNMA	Loudon			X		
LOUSKYES	Louisa			X		
LOVLLAMA	Leonville			X		
LPLCLAMA	Laplace			X		
LRBGKYMA	Lawrenceburg			X		
LRBGNCMA	Laurinburg			X		
LRBGTNMA	Lawrenceburg			X		
LRVLGAOS	Lawrenceville		X			
LRVLLAMA	Loreauville			X		
LSBGGAMA	Leesburg			X		
LSBNLAMA	Lisbon			X		
LSVLGAMA	Louisville			X		
LSVLKY26	26Th Street			X		
LSVLKYAN	Anchorage			X		
LSVLKYAP	Chestnut Street	X			X	X
LSVLKYBE	Beechmont			X		
LSVLKYBR	Bardstown Road		X			
LSVLKYCW	Crestwood			X		
LSVLKYFC	Fern Creek			X		
LSVLKYHA	Harrods Creek			X		
LSVLKYJT	Jeffersontown			X		
LSVLKYOA	Okolona			X		
LSVLKYSH	Shively			X		
LSVLKYSL	Six Mile Lane			X		
LSVLKYSM	St Matthews			X		
LSVLKYTS	Third Street			X		
LSVLKYVS	Valley Station			X		
LSVLKYWE	Westport Road		X			
LSVLMSMA	Louisville			X		
LTCHLAMA	Lutcher			X		
LTHNGAJS	Lithonia			X		
LTMRNCCE	Lattimore			X		
LTVLGACS	Luthersville			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
LULAGAMA	Lula			X		
LULAMSMA	Lula			X		
LVMRKYMA	Livermore			X		
LVTNALLA	Livingston			X		
LVTNLAMA	Livingston			X		
LWBGTNMA	Lewisburg			X		
LWDLNCCE	Lawndale			X		
LWLLNCMA	Lowell			X		
LWTLLAMA	Lawtell			X		
LXTNALMA	Lexington			X		
LXTNMSMA	Lexington			X		
LXTNTNMA	Lexington			X		
LYBGTNMT	Lynchburg			X		
LYHNFLOH	Lynn Haven			X		
LYLSTNMA	Lyles			X		
LYMNSCES	Lyman			X		
LYNSGAMA	Lyons			X		
LYVLMSMA	Lynville			X		
LYVLTNMA	Lynnville			X		
MABNMSMA	Maben			X		
MACEKYMA	Maceo			X		
MACNGAGP	Guy Payne			X		
MACNGAMT	Macon Main	X				
MACNGAVN	Vineville			X		
MACNMSMA	Macon			X		
MADNNCCE	Maiden			X		
MAGEMSMA	Magee			X		
MANYLAMA	Many			X		
MARNALNM	Marion			X		
MARNKYMA	Marion			X		
MARNSCBN	Brittons Neck			X		
MARNSCMA	Marion			X		
MARTKYMA	Martin			X		
MAVLTNMA	Maryville-Main			X		
MCCLMSMA	Mccool			X		
MCCLSCMA	Mccoll			X		
MCCMMSMA	Mccomb			X		
MCCMMSSM	Summit			X		
MCDNGAGS	Mcdonough			X		
MCDNKYMA	Mcdaniels			X		
MCINALMA	Mcintosh			X		
MCKNTNMA	Mckenzie			X		
MCLNMSMA	Mclain			X		
MCNPFLMA	Micanopy			X		
MCWLKYMA	Mcdowell			X		
MCWNTNMT	Mcewen			X		
MDBGFLPM	Middleburg			X		
MDBOKYMA	Middlesboro			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
MDSNALNM	Madison-Main			X		
MDSNGAMA	Madison			X		
MDSNMSES	Madison			X		
MDTNTNMA	Middleton			X		
MDVIKYMA	Madisonville			X		
MDVILAMA	Madisonville			X		
MDVITNMT	Madisonville			X		
MEDNTNMA	Medina			X		
MEVLLAMA	Melville			X		
MGFDKYMA	Morganfield			X		
MGNLMSMA	Magnolia			X		
MGTNNCGL	Glen Alpine			X		
MGTNNCGR	Morganton South Green St.			X		
MGTWKYMA	Morgantown			X		
MGVANCCE	Maggie Valley			X		
MIAMFLAE	Alhambra	X			X	
MIAMFLAL	Allapattah			X		
MIAMFLAP	Miami Airport			X		
MIAMFLBA	Bayshore		X			
MIAMFLBC	Biscayne			X		
MIAMFLBR	Miami Beach		X			
MIAMFLCA	Canal	X				
MIAMFLDB	Dadeland			X		
MIAMFLFL	Flagler			X		
MIAMFLGR	Grande	X			X	X
MIAMFLHL	Hialeah	X			X	
MIAMFLIC	Indian Creek			X		
MIAMFLKE	Key Biscayne			X		
MIAMFLME	Miami Metro			X		
MIAMFLNM	North Miami			X		
MIAMFLNS	Northside			X		
MIAMFLOL	Opa Locka			X		
MIAMFLPB	Poinciana	X				
MIAMFLPL	Palmetto	X			X	X
MIAMFLRR	Red Road	X				
MIAMFLSH	Miami Shores			X		
MIAMFLSO	Silver Oaks	X				
MIAMFLWD	West Dade			X		
MIAMFLWM	West Miami	X				
MICCFLBB	Barefoot Bay			X		
MILNTNMA	Milan			X		
MINDLAMA	Minden			X		
MIZEMSMA	Mize			X		
MKVLLAHM	Marksville-Hessmer			X		
MKVLLAMN	Marksville-Main			X		
MLBGKYMA	Millersburg			X		
MLBRFLMA	Melbourne Main	X			X	
MLLNGAMA	Millen			X		

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		Interoffice Transport			High Capacity Loops	
WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
MLNSSCWP	Mullins			X		
MLTNFLRA	Milton			X		
MLTNKYMA	Milton			X		
MLTNNCMA	Milton			X		
MMPHTNBA	Memphis-Bartlett	X				
MMPHTNCK	Memphis-Cherokee			X		
MMPHTNCT	Memphis-Chickasaw	X				
MMPHTNEL	Memphis-Eastland	X				
MMPHTNFR	Memphis-Frayser			X		
MMPHTNGT	Memphis-Germantown	X				
MMPHTNHP	Memphis-Humphreys			X		
MMPHTNMA	Memphis-Main	X				
MMPHTNMT	Memphis-Midtown	X				
MMPHTNOA	Memphis-Oakville	X			X	
MMPHTNSL	Memphis-Southland	X				
MMPHTNST	Memphis-Southside			X		
MMPHTNWW	Memphis-Westwood			X		
MNASMSMA	Meridian Naval Air Sta			X		
MNCHTNMA	Manchester			X		
MNDNMSMA	Mendenhall			X		
MNDRFLAV	The Avenues		X			
MNDRFLLO	Mandarin	X				
MNDRFLLW	Lemonwood			X		
MNFDALMA	Munford-Main			X		
MNFDLAMA	Mansfield			X		
MNPLSCES	Mt. Pleasant		X			
MNPLTNMA	Mount Pleasant			X		
MNSNFLMA	Munson			X		
MNTIGAMA	Monticello			X		
MNTIMSMA	Monticello			X		
MNTINCMA	Monticello			X		
MNTVALNM	Montevallo			X		
MNVLLAMA	Mandeville			X		
MOBLALAP	Mobile-Airport			X		
MOBLALAZ	Mobile-Azalea	X				
MOBLALBF	Mobile Bayfront			X		
MOBLALOS	Mobile-Old Shell			X		
MOBLALPR	Mobile-Prichard			X		
MOBLALSA	Mobile-Saraland			X		
MOBLALSE	Mobile-Semmes			X		
MOBLALSF	Mobile-Spanish Fort			X		
MOBLALSH	Mobile-Spring Hill			X		
MOBLALSK	Mobile-Skyline			X		
MOBLALTH	Mobile-Theodore			X		
MOLTALNM	Moulton			X		
MONRLADS	Monroe-Desiard			X		
MONRLAMA	Monroe-Main	X				
MONRLAWM	Monroe-West Monroe			X		

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
MPVLALMA	Maplesville			X		
MRBOTNMA	Murfreesboro		X			
MRCYLAAM	Mc Amelia			X		
MRCYLAIN	Mc Inglewood			X		
MRDNMSTL	Meridian			X		
MRGPKYMA	Mortons Gap			X		
MRGZLAMA	Morganza			X		
MRHDMSMA	Moorhead			X		
MRKSMSHW	Marks			X		
MRRGLAMA	Mer Rouge			X		
MRRWGAMA	Morrow			X		
MRRYKYMA	Murray			X		
MRTHFLVE	Vaca Key			X		
MRTNMSMA	Morton			X		
MRTTGAEA	Marietta East			X		
MRTTGAMA	Marietta Main	X			X	X
MRTTSCMA	Slater Marietta			X		
MRTWTNMA	Morristown			X		
MSCTTNMT	Mascot			X		
MSCWTNMA	Moscow			X		
MSPNMSMA	Moss Point			X		
MSTFMSCU	Stennis Center			X		
MTEDKYMA	Mt Eden			X		
MTGMALDA	Montgomery-Dalraida		X			
MTGMALMB	Montgomery-Millbrook			X		
MTGMALMT	Montgomery-Main&Toll	X				
MTGMALNO	Montgomery-Normandale			X		
MTGMLAMA	Montgomery			X		
MTGTLAMA	Montegut			X		
MTHLNCMA	Mount Holly			X		
MTHRLAMA	Mt Hermon			X		
MTOLMSMA	Mount Olive			X		
MTOLNCCE	Mt. Olive			X		
MTRYLAMA	Monterey			X		
MTSTKYMA	Mt Sterling			X		
MTVRALMA	Mt Vernon			X		
MXVLFLMA	Maxville			X		
MYFDKYMA	Mayfield			X		
MYVLKYMA	Maysville			X		
MYVLLAMA	Merryville			X		
MYVLTNMA	Maynardville			X		
NAGSSCMA	North Augusta			X		
NDADFLAC	Arch Creek			X		
NDADFLBR	Brentwood			X		
NDADFLGG	Golden Glades	X				
NDADFLOL	Oleta		X			
NEBOKYMA	Nebo			X		
NEONKYES	Neon			X		

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		Interoffice Transport			High Capacity Loops	
WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
NKLRFLMA	No. Key Largo			X		
NORCLAMN	Norco			X		
NPVLLAMA	Napoleonville			X		
NRCRGAMA	Norcross	X			X	X
NRRSTNMA	Norris			X		
NRVLKYMA	Nortonville			X		
NSBHFLMA	New Smyrna Beach			X		
NSVLTNAA	Nashville-Airport Authority			X		
NSVLTNAP	Nashville-Airport			X		
NSVLTNBH	Nashville-Burton Hills			X		
NSVLTNBV	Nashville-Bellevue			X		
NSVLTNBW	Nashville-Brentwood		X			
NSVLTNCD	Nashville-Cockrill Bend			X		
NSVLTNCH	Nashville-Crieve Hall	X				
NSVLTNDO	Nashville-Donelson		X			
NSVLTNHH	Nashville-Hickory Hollow			X		
NSVLTNIN	Nashville-Inglewood			X		
NSVLTNMC	Nashville-Madison			X		
NSVLTNMT	Nashville-Main	X			X	X
NSVLTNST	Nashville-Sharondale		X			
NSVLTNUN	Nashville-University	X				
NSVLTNWC	Nashville-Whites Creek			X		
NSVLTNWM	Nashville-Westmeade			X		
NTCHLACR	Natchitoches-Cane River			X		
NTCHLAMA	Natchitoches-Main			X		
NTCHMSMA	Natchez			X		
NTTNMSMA	Nettleton			X		
NWALMSMA	New Albany			X		
NWBRTNMA	Newbern			X		
NWBYFLMA	Newberry			X		
NWBYSCMA	Newberry			X		
NWELSCMA	New Ellenton			X		
NWHNKYMA	New Haven			X		
NWIBLAMA	New Iberia			X		
NWLDNCCE	Newland			X		
NWNNGAMA	Newnan			X		
NWORLAAR	No-Aurora			X		
NWORLAAV	No-Avondale			X		
NWORLABM	No-Broadmoor			X		
NWORLACA	No-Carrollton			X		
NWORLACM	No-Chalmette			X		
NWORLAFR	No-Franklin			X		
NWORLALK	No-Lake			X		
NWORLAMA	No Main	X			X	X
NWORLAMC	No-Mid City			X		
NWORLAMR	No-Marrero			X		
NWORLAMT	No-Metairie	X				
NWORLAMU	No-Michoud			X		

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		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
NWORLARV	No-Riverside			X		
NWORLASC	No-St Charles			X		
NWORLASK	No-Seabrook			X		
NWORLASW	No-Shrewsbury			X		
NWPTTNMT	Newport-Main			X		
NWRDLAMA	New Roads			X		
NWTNGAMA	Newton			X		
NWTNLAMA	Newellton			X		
NWTNMSHC	Hickory			X		
NWTNMSMA	Newton			X		
NWTNNCMA	Newton			X		
OBDHMSMA	Obadiah			X		
OCSPMSGO	Ocean Springs			X		
OHTCALMA	Ohatchee-Main			X		
OKDLLAMA	Oakdale			X		
OKGVKYES	Oak Grove			X		
OKGVLAMA	Oak Grove			X		
OKHLFLMA	Oak Hill			X		
OKLDMSMA	Oakland			X		
OKLNMSMA	Okolona			X		
OKRGTNMT	Oak Ridge			X		
OLCYLAMA	Oil City			X		
OLHCTNMA	Old Hickory			X		
OLSPTNMA	Oliver Springs			X		
OLTWFLLN	Old Town			X		
OPLKALMT	Opelika			X		
OPLSLATL	Opelousas			X		
ORBGSCMA	Orangeburg			X		
ORLDFLAP	Azalea Park	X				
ORLDFLCL	Colonial	X				
ORLDFLMA	Orlando Main	X			X	X
ORLDFLPC	Pinecastle	X			X	
ORLDFLPH	Pine Hills	X				
ORLDFLSA	Sand Lake	X				
ORPKFLMA	Orange Park Main			X		
ORPKFLRW	Orpk Ridgewood			X		
OSYKMSMA	Osyka			X		
OVIDFLCA	Oviedo Main			X		
OWBOKYMA	Owensboro			X		
OWTNKYMA	Owenton			X		
OXFRMSMA	Oxford			X		
PACEFLPV	Pace			X		
PACEMSMA	Pace			X		
PAHKFLMA	Pahokee			X		
PANLGAMA	Panola			X		
PARSKYMA	Paris			X		
PARSTNMA	Paris			X		
PASNLAMN	Patterson			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
PCBHFLNT	Panama City Beach			X		
PCKNMSMA	Pickens			X		
PCKNSCES	Pickens			X		
PCLTSCMA	Pacolet			X		
PCYNMSMA	Picayune			X		
PDCHKYIP	Paducah Iformation Park			X		
PDCHKYLO	Paducah Lone Oak			X		
PDCHKYMA	Paducah Kentucky Street			X		
PDCHKYRL	Paducah Reidland			X		
PDMTALMA	Piedmont-Main			X		
PDMTSCES	Piedmont			X		
PGSNMSMA	Port Gibson			X		
PHCYALFM	Fort Mitchell			X		
PHCYALMA	Phenix City			X		
PHLAMSMA	Philadelphia			X		
PINELAMA	Pine			X		
PIVLKYMA	Pineville			X		
PKVLKYMA	Pikeville			X		
PKVLKYMT	Pikeville Meta			X		
PLCSFLMA	Palm Coast			X		
PLHMGAMA	Pelham			X		
PLHTMSMA	Pelahatchie			X		
PLLCLAMA	Pollock			X		
PLMTGAMA	Palmetto			X		
PLMYTNMA	Palmyra			X		
PLQMLACR	Crescent			X		
PLQMLAMA	Plaquemine			X		
PLRGKYMA	Pleasant Ridge			X		
PLSKTNMA	Pulaski			X		
PLTKFLMA	Palatka			X		
PLTNMSMA	Pearlington			X		
PMBHFLCS	Coral Springs		X			
PMBHFLFE	Federal	X				
PMBHFLMA	Margate	X				
PMBHFLTA	Tamarac			X		
PMBRKYMA	Pembroke			X		
PMBRNCCE	Pembroke			X		
PMPKFLMA	Pomona Park			X		
PNALLAMA	Pt A La Hache			X		
PNCHLAMA	Ponchatoula			X		
PNCYFLCA	Callaway			X		
PNCYFLMA	Panama City Main		X			
PNMTGAMA	Pine Mountain			X		
PNSCFLBL	Belmont	X				
PNSCFLFP	Ferry Pass		X			
PNSCFLHC	Hillcrest			X		
PNSCFLPB	Perdido Bay			X		
PNSCFLWA	Warrington			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
PNSNALMA	Pinson			X		
PNTHKYMA	Panther			X		
PNTNSCMA	Pendleton			X		
PNTTMSMA	Pontotoc			X		
PNVDFLMA	Ponte Vedra Beach			X		
PNVLKYMA	Paintsville			X		
POLRGAMA	Pooler			X		
PPVLMSMA	Poplarville			X		
PRBGKYES	Prestonsburg			X		
PRDSLAMA	Paradis			X		
PRPRLAMA	Pierre Part			X		
PRRNFLMA	Perrine	X			X	
PRRVLAMA	Pearl River			X		
PRSHALNM	Parrish			X		
PRSNFLFD	Pierson			X		
PRSRSCMA	Prosperity			X		
PRTNKYES	Princeton			X		
PRVDKYMA	Providence			X		
PRVLALMA	Prattville			X		
PRVLKYMA	Perryville			X		
PRVSMSMA	Purvis			X		
PSCGMSGA	Pascagoula-Gautier			X		
PSCGMSMA	Pascagoula-Main			X		
PSCHMSLT	Pass Christian-Bayou Laterre			X		
PSCHMSMA	Pass Christian-Main			X		
PSVWTNMT	Pleasant View			X		
PTBGTNMA	Petersburg			X		
PTBRLAMA	Port Barre			X		
PTCMMSSU	Potts Camp			X		
PTCYGAMA	Peachtree City			X		
PTLDTNMA	Portland			X		
PTRYKYMA	Port Royal			X		
PTSLFLMA	North Port-St. Lucie W. C.			X		
PTSLFLSO	South Port-St. Lucie-335 W. C.			X		
PTSLLAMA	Port Sulphur			X		
PWSPGAAS	Powder Springs			X		
QTMNMSMA	Quitman			X		
RAYNLAMA	Rayne			X		
RBLNLAMA	Robeline			X		
RBRDKYMA	Robards			X		
RCHMNCMA	Rockingham			X		
RCKMGAES	Rockmart			X		
RCLDGAMA	Richland			X		
RCLDLAMA	Raceland			X		
RCMDKYMA	Richmond			X		
RCTNMSMA	Richton			X		
RDBAALMA	Red Bay			X		
RDGLTNMA	Ridgely			X		

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Exhibit 1
Wirecenter Listings
for Non-Impairment Thresholds

		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
RDVLNCMA	Reidsville			X		
RDVLNCSI	Simpsonville			X		
RFFNNCMA	Ruffin			X		
RKWDTNMA	Rockwood			X		
RLFKMSMA	Rolling Fork			X		
RLGHMSMA	Raleigh			X		
RLGHNCDU	Raleigh-Durham Airport W. C.			X		
RLGHNCGA	Garner			X		
RLGHNCGL	Glenwood Avenue	X				
RLGHNCHO	New Hope	X				
RLGHNCJO	Jones Franklin			X		
RLGHNCMO	Morgan St.	X			X	X
RLGHNCSB	Sunnybrook			X		
RLGHNCSI	Six Forks			X		
RLVLALMA	Russellville			X		
RLVLKYMA	Russellville			X		
RLVLMSMA	Ruleville			X		
ROGNLAMA	Rougon			X		
ROMEGATL	Rome East			X		
ROXIMSMA	Roxie			X		
RPLYMSMA	Ripley			X		
RPLYTNMA	Ripley			X		
RPVLGAMA	Roopville			X		
RRVLALMA	Rogersville			X		
RRVLTNMA	Rogersville			X		
RSDLMSMA	Rosedale			X		
RSTNLAMA	Ruston			X		
RSTRKYES	Rose Terrace			X		
RSWLGAMA	Roswell	X			X	
RTLGGAMA	Rutledge			X		
RTTNNCCE	Rutherfordton			X		
RVDLGAMA	Riverdale			X		
RWLDNCMA	Rowland			X		
RYMNMSDS	Raymond			X		
RYTNGAMA	Royston			X		
RYVLLAMA	Rayville			X		
SALMSCMA	Salem			X		
SALNLAMA	Saline			X		
SANGTNMT	Sango			X		
SBRKSCSK	Seabrook Island			X		
SBSTFLFE	Fellsmere			X		
SBSTFLMA	Sebastian			X		
SCCRGAMA	Social Circle			X		
SCHLNCHA	Hampstead			X		
SCHLNCMA	Scotts Hill			X		
SCHLSCES	Society Hill			X		
SCISLAMA	Sicily Island			X		
SCOBMSMA	Scooba			X		

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WC CLLI	WC Name	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
SCRMKYMA	Sacramento			X		
SDDSTNMA	Soddy Daisy			X		
SDVLKYMA	Sadieville			X		
SEBRKYMA	Sebree			X		
SELMALMT	Selma			X		
SELMNCMA	Selma			X		
SENCSCMA	Seneca			X		
SENOGAMA	Senoia			X		
SEWNTNMW	Sewanee			X		
SFVLLAMA	St Francisville			X		
SGKYFLMA	Sugarloaf			X		
SHAWMSES	Shaw			X		
SHBTMSMA	Shubuta			X		
SHFDALMT	Sheffield-Main&Toll			X		
SHGVKYMA	Sharon Grove			X		
SHLBMSDS	Shelby			X		
SHLBNCMA	Shelby			X		
SHNNMSMA	Shannon			X		
SHPTLABS	Shreveport-Bossier			X		
SHPTLACL	Shreveport-College			X		
SHPTLAHD	Shreveport-South Highlands			X		
SHPTLAMA	Shreveport-Main	X			X	
SHPTLAQB	Shreveport-Queensboro			X		
SHPTLASG	Shreveport-Summer Grove			X		
SHQLMSMA	Shuqualak			X		
SHRNSCMA	Sharon			X		
SHVLKYMA	Shelbyville			X		
SHVLTNMA	Shelbyville			X		
SKVLMSMA	Starkville			X		
SLBRNCMA	Salisbury		X			
SLCKMSMA	Silver Creek			X		
SLGHKYMA	Slaughters			X		
SLIDLAMA	Slidell			X		
SLMRTNMT	Selmer			X		
SLPHKYMA	Sulphur			X		
SLPHLAMA	Sulphur Main			X		
SLTLMSSU	Saltillo			X		
SLVSKYMA	Salvisa			X		
SMDLMSSU	Smithdale			X		
SMNRMSMA	Sumner			X		
SMRLMSMA	Sumrall			X		
SMTWTNMA	Summertown			X		
SMVLGAMA	Smithsville			X		
SMVLLAMA	St. Martinville			X		
SMYRGAMA	Smyrna	X				
SMYRGAPF	Powers Ferry	X			X	X
SMYRTNMA	Smyrna			X		
SNFRFLMA	Sanford Main	X				

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for Non-Impairment Thresholds

		Interoffice Transport			High Capacity Loops	
WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
SNLVGAMA	Snellville			X		
SNMTGALR	Stone Mountain			X		
SNRYMSMA	Seminary			X		
SNSDMSSU	Sunnyside			X		
SNTBMSPS	Senatobia			X		
SNTFTNMA	Santa Fe			X		
SNTNKYMA	Stanton			X		
SNVLGAES	Sandersville-Tennille W. C.			X		
SNVLTNMA	Sneedville			X		
SOHNMSDC	Memphis-Southhaven			X		
SOPTNCCE	Southport			X		
SOVLTNMT	Somerville			X		
SPBGSCBS	Boiling Springs			X		
SPBGSCCV	Converse			X		
SPBGSCHW	University Way			X		
SPBGSCMA	Spartanburg		X			
SPBGSCWV	Westview			X		
SPBGTNMA	South Pittsburg			X		
SPCYTNMT	Spring City			X		
SPFDKYMA	Springfield			X		
SPFDLAMA	Springfield			X		
SPFDSCMA	Springfield-Salley			X		
SPFDTNMA	Springfield			X		
SPHLTNMT	Spring Hill			X		
SPPNNCMA	Spruce Pine			X		
SPRKGAMA	Sparks			X		
SPRTGAMA	Sparta			X		
SRDSGAES	Sardis			X		
SRDSMSMA	Sardis			X		
SRFDNCCE	Summerfield			X		
SRGHKYMA	Sorgho			X		
SRISMSMA	Singing River			X		
SRVLTNMA	Surgoinsville			X		
SSISGAES	St. Simons			X		
SSVLKYMA	Simpsonville			X		
SSVLNCJE	Jennings Road			X		
SSVLNCMA	Statesville Main			X		
STAGFLBS	St. Aug. Beachside			X		
STAGFLMA	St. Aug. Main	X				
STAGFLSH	St. Aug. Shores			X		
STAGFLWG	St. Johns World Golf Village			X		
STBRGANH	Stockbridge			X		
STBRLAMA	St Bernard			X		
STCHKYMA	St Charles			X		
STFRKYMA	Stanford			X		
STGBLAMA	St Gabriel			X		
STGRKYMA	Stamping Ground			X		
STGRSCMA	St. George			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
STJSLAMA	St Joseph			X		
STLNLAMA	St Landry			X		
STNLKYMA	Stanley			X		
STNLNCCE	Stanley			X		
STONKYMA	Stone			X		
STPNNCMA	Stony Point			X		
STRGKYMA	Sturgis			X		
STRGMSSU	Sturgis			X		
STRTFLMA	Stuart		X			
STSNALMA	Stevenson-Main			X		
STTNLAMA	Sterlington			X		
SUVLSCMA	Summerville			X		
SVNHGABS	Savannah Main	X			X	
SVNHGADE	Derenne			X		
SVNHGAGC	Garden City			X		
SVNHGASI	Skidaway Island			X		
SVNHGAWB	Whitebluff			X		
SVNHGAWI	Wilmington Isle			X		
SVNHTNMT	Savannah			X		
SVVLTNMT	Sevierville			X		
SWBOGAES	Swainsboro			X		
SWLKLAMA	Sweetlake			X		
SWNNNCMA	Swannanoa			X		
SWSNKYMA	South Williamson			X		
SWTWTNMT	Sweetwater			X		
SXMLSCMA	Six Mile			X		
SXPHNCMA	Saxapahaw			X		
SYHSFLCC	Sunny Hills			X		
SYLCALMT	Sylacauga			X		
SYLVGAES	Sylvester			X		
TBISGAMA	Tybee Island			X		
TCHLMSMA	Tchula			X		
TFTNGAMA	Tifton			X		
THBDLAMA	Thibodaux			X		
THSNGAMA	Thomson			X		
THVLALMA	Thomasville			X		
THVLGAMA	Thomasville			X		
TKNASCST	Tokeena Crossroads			X		
TLDGALMA	Talladega-Main			X		
TLDGALRF	Renfroe			X		
TLLHLAMA	Tallulah			X		
TLLHTNMA	Tullahoma			X		
TLLPGAES	Tallapoosa			X		
TMPLGAMA	Temple			X		
TMSBMSMA	Toomsuba			X		
TMVLSCMA	Timmonsville			X		
TPVLTNMA	Tiptonville			X		
TRENFLMA	Trenton			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
TRENKYMA	Trenton			X		
TRINTNMA	Triune			X		
TRMNNCMA	Troutman			X		
TROYALMA	Troy			X		
TROYTNMT	Troy			X		
TRRSSCMA	Travelers Rest			X		
TRRYMSMA	Terry			X		
TRTNTNMA	Trenton			X		
TSCLALDH	Tuscaloosa-Druid Hills			X		
TSCLALMT	Tuscaloosa-Main&Toll			X		
TSCLALNO	Tuscaloosa-Northport			X		
TSKGALMA	Tuskegee			X		
TTVLFLMA	Titusville			X		
TTWLMSMA	Tutwiler			X		
TUKRGAMA	Tucker		X			
TUNCLAMA	Tunica			X		
TUNCMSMA	Tunica			X		
TUPLMSMA	Tupelo		X			
TWCKALMA	Town Creek			X		
TWNSTNMA	Maryville-Townsend			X		
TYTWMSMC	Tylertown			X		
TYVLKYMA	Taylorsville			X		
TYVLMSMA	Taylorsville			X		
TYVLNCMA	Taylorsville			X		
UNCYTNMA	Union City			X		
UNINMSDS	Union			X		
UNINSCMA	Union			X		
UNTWALNM	Uniontown			X		
UTICKYMA	Utica			X		
UTICMSDS	Utica			X		
VADNMSMA	Vaiden			X		
VCBGMSMA	Vicksburg			X		
VCHRLAMA	Vacherie			X		
VDALGAMA	Vidalia			X		
VDALLAMA	Vidalia			X		
VENCLAMA	Venice			X		
VERNFLMA	Vernon			X		
VIRGKYMA	Virgie			X		
VLDSGAMA	Valdosta			X		
VLRCGAES	Villa Rica			X		
VNCLMSMA	Van Cleave			X		
VNCNALMA	Vincent			X		
VNLRTNMA	Vanleer			X		
VNTNLAMA	Vinton			X		
VRBHFLBE	Beachland			X		
VRBHFLMA	Vero Beach		X			
VRNAMSMA	Verona			X		
WACOKYMA	Waco			X		

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
WASHLAMA	Washington			X		
WBTNALNM	West Blocton			X		
WCLMSCMA	Airport Remote			X		
WDBYGAES	Woodbury			X		
WDDYKYMA	Waddy			X		
WDLYGAMA	Wadley			X		
WDSTGACR	Woodstock			X		
WDVLMSMA	Woodville			X		
WELKFLMA	Welaka			X		
WESTMSMA	West			X		
WGNSMSMA	Wiggins			X		
WGVLGAES	Wrightsville			X		
WGVLNCMA	Wrightsville			X		
WHBGKYMA	Whitesburg			X		
WHBLTNMT	White Bluff			X		
WHCSLAMA	White Castle			X		
WHHSTNMA	White House			X		
WHPITNMA	White Pine			X		
WHTMSCMA	Whitmire			X		
WHVLKYMA	Whitesville			X		
WHVLTNMT	Whiteville			X		
WHWLTNMA	Whitwell			X		
WINOMSMA	Winona			X		
WKISLAMA	Weeks Island			X		
WLBGKYMA	Williamsburg			X		
WLCKKYES	Wallins Creek			X		
WLGVMSSU	Walnut Grove			X		
WLHLSCES	Walhalla			X		
WLMGNCFO	Fourth St.	X				
WLMGNCLE	Leland			X		
WLMGNCWI	Winter Park		X			
WLNTMSMA	Walnut			X		
WLPTTNMA	Williamsport			X		
WLSNLAMA	Wilson			X		
WLVLKYMA	West Louisville			X		
WMNSSCES	Westminister			X		
WMTNSCPW	Pelzer			X		
WNBOLAMA	Winnsboro			X		
WNCHKYMA	Winchester			X		
WNCHKYPV	Pilot View			X		
WNCHTNMA	Winchester			X		
WNDLNCPI	Wendell			X		
WNFDLACA	Winnfield-Calvin			X		
WNFDLAMA	Winnfield-Main			X		
WNRDMSSU	Windsor Road			X		
WNSLNCAR	Arc Midway			X		
WNSLNCCL	Clemmons			X		
WNSLNCFI	Fifth St.	X			X	

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WC CLLI	**WC Name**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
WNSLNCGL	Glenn Avenue			X		
WNSLNCLE	Lexington			X		
WNSLNCVI	Vineyard			X		
WNSLNCWA	Wallburg			X		
WNSLNCWH	Whitaker			X		
WPBHFLAN	W.Palm Bch Main	X			X	
WPBHFLGA	Greenacres		X			
WPBHFLGR	Gardens	X				
WPBHFLHH	Haverhill	X			X	
WPBHFLLE	Lake Worth		X			
WPBHFLRB	Riviera Beach		X			
WPBHFLRP	Royal Palm			X		
WRFDKYMA	Warfield			X		
WRNSGAMA	Wrens			X		
WRRBGAMA	Warner Robins			X		
WRRRALNM	Warrior			X		
WRTNGAMA	Warrenton			X		
WRTRTNMT	Wartrace			X		
WSBGKYMA	Willisburg			X		
WSPNKYMA	West Point			X		
WSPNMSMA	West Point			X		
WSSNMSMA	Wesson			X		
WTMPALMA	Wetumpka			X		
WTPRLAMA	Waterproof			X		
WTTWTNMA	Watertown			X		
WTVLGAES	Watkinsville			X		
WTVYMSMA	Water Valley			X		
WVRLTNMT	Waverly			X		
WWSPFLHI	Weekiwachee Main			X		
WWSPFLSH	Spring Hill			X		
WYBOGAES	Waynesboro			X		
WYBOMSMA	Waynesboro			X		
WYCRGAMA	Waycross			X		
WYLDKYES	Wayland			X		
WYVLNCMA	Waynesville			X		
YNFNFLMA	Youngstown Fountain W. C.			X		
YNTWFLMA	Yankeetown			X		
YNVLLAMA	Youngville			X		
YORKALMA	York			X		
YORKSCMA	York			X		
YSCLLAMA	Yscloskey			X		
YULEFLMA	Yulee			X		
YZCYMSMA	Yazoo City			X		
ZBLNGAMA	Zebulon			X		
ZBLNNCCE	Zebulon			X		
ZCHRLAMA	Zachary			X		
ZWLLLAMA	Zwolle			X		

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91085059

Date: March 11, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLEC – (Product/Service) – List of Wire Centers for Tier 1, Tier 2 and Tier 3 by Common Language Location Identification (CLLI) in EXCEL Format

In Carrier Notification letter **SN91085045**, posted on February 18, 2005, BellSouth provided a list of wire centers by CLLI that satisfy the Tier 1, Tier 2 and Tier 3 criteria for dedicated transport and dark fiber as well as the CLLI codes for the BellSouth wire centers that satisfy the non-impairment thresholds for DS1 and DS3 loops.

For ease of use and at the request of several CLECs, this Carrier Notification letter is to provide the same list of Tier 1 and Tier 2 wire centers, but in an EXCEL file format that can be sorted as needed by the CLECs. The EXCEL file can be downloaded by clicking on the following:

Wire Center Listings for Non-Impairment Thresholds

To obtain additional information about this notification, please contact your BellSouth contract negotiator.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91085061

Date: March 7, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Interconnection/Contractual and Product/Service) – Triennial Review Remand Order (TRRO) - Unbundling Rules

On February 4, 2005, the Federal Communications Commission (FCC) released its permanent unbundling rules in the Triennial Review Remand Order (TRRO).

On February 11, 2005, BellSouth released Carrier Notification letter **SN91085039**, in which BellSouth set forth its understanding of the TRRO, particularly as it affected BellSouth's obligations to provide a number of former Unbundled Network Elements ("UNEs") after March 11, 2005. Specifically, BellSouth acknowledged that there would be a transition period for the embedded base of these former UNEs, but concluded that the FCC had intended to stop all "new adds" of these former UNEs effective March 11, 2005.

BellSouth posted this Carrier Notification letter on February 11, 2005, in order to provide the CLECs with as much lead time as possible in order to allow the CLECs to take whatever steps were necessary to adjust to the new situation created by the TRRO. Unfortunately, the step chosen by a number of CLECs in response to the clear language of the FCC dealing with "new adds" has been to ask various state commissions to order BellSouth to continue to accept such "new adds." Indeed, this approach has, to date, been successful in at least one jurisdiction, Georgia.

Furthermore, notwithstanding the fact that BellSouth's Carrier Notification SN91085039 was posted on February 11, 2005, various CLECs continue, as recently as March 3, 2005, to file requests with state commissions that have not addressed this question. These requests remain pending before state commissions and it is not clear, because of the delay in filing of these requests by the CLECs, that all state commissions will have a full and adequate opportunity to consider the important issue of whether the FCC actually meant what it said in its order when it indicated that there would be no "new adds." Indeed, at the present time there are at least two commissions in BellSouth's region that have scheduled consideration of the CLECs' requests at a date beyond March 11, 2005, the effective date of the TRRO, and the date that BellSouth had established to prevent unlawful "new adds."

Because of these events, BellSouth herewith revises the implementation date contained in Carrier Notification SN91085039 in the following respects. BellSouth will continue to receive, and will not reject, CLEC orders for "new adds" as they relate to the former UNEs as identified by the FCC for a short period of time. BellSouth will continue to accept CLEC orders for these "new adds" until the earlier of (1) an order from an appropriate body, either a commission or a court, allowing BellSouth to reject these orders; or (2) April 17, 2005. By doing this, BellSouth intends to allow those commissions who have not had the opportunity to fully and carefully consider the requests of the CLECs and the responses of BellSouth, to do so in a measured way, rather than via various "emergency" proceedings created by the dilatory tactics of a number of CLECs.

By extending the time during which BellSouth will accept these orders, BellSouth does not abandon its legal position that the clear words of the FCC mean exactly what they say. BellSouth will continue to pursue that position before the state commissions, and to the extent that a commission has ruled adversely to BellSouth's position, in the courts. Specifically, BellSouth will be asking the appropriate courts to stay any such adverse order we receive.

In addition, BellSouth hereby puts the CLECs on notice that it intends to pursue the various CLECs who place orders for "new adds" after March 10, 2005 to the greatest extent of the law, in an effort to recover the revenue that BellSouth loses as a result of the placement of these unlawful orders. Should any state commission be inclined to ignore the plain language of the FCC's TRRO, and to order BellSouth to continue accepting "new adds" until the issue is fully resolved, BellSouth will ask that commission to require CLECs to compensate BellSouth, in the event BellSouth ultimately prevails in its legal claim, for any former UNE added after March 10, 2005, in an amount equal to the difference in the rate paid by the CLEC and the appropriate rate BellSouth should have collected (either commercial or resale, depending on which service option the CLEC ultimately elects).

As noted in Carrier Notification SN91085039, CLECs will continue to have several options involving switching, loops and transport available to serve their new customers. To this end, with regard to the combinations of switching and loops that constituted UNE-Platform (UNE-P), BellSouth is offering CLECs these options:

- Short Term (3-6 month) Commercial Agreement to provide a bridge between the effective date of the Order and the negotiation of a longer term commercial agreement,
- Long Term Commercial Agreement (3 years, effective January 1, 2005, with transitional discounts available under those agreements executed by March 10, 2005)

In addition, most CLECs, if not all, already have the option of ordering these former UNEs, and particularly the combination of loops and switching, as resale, pursuant to existing interconnection agreements. With regard to the former high capacity loops and transport UNEs, BellSouth has two options for CLECs to consider. Specifically, CLECs may either elect to order resale of BellSouth's Private Line Services or alternatively, may request Special Access service.

Finally, as stated in Carrier Notification letter **SN91085032** concerning the availability of a long term commercial agreement, through March 10, 2005, BellSouth will continue to offer its current DS0 Wholesale Local Voice Platform Services Commercial Agreement ("DS0 Agreement") with transitional discounts off of BellSouth's market rate for mass market platform services. Beginning March 11, 2005, BellSouth will offer a DS0 Agreement, but the existing transitional discounts will not be available.

To obtain more information about this notification, please contact your BellSouth contract negotiator.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN 91085065

Date: March 11, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Product/Service) – Triennial Review Remand Order (TRRO) – Unbundling Rules – Wire Centers by Common Language Local Identifier (CLLI)

In **Carrier Notification Letter SN91085045**, posted on February 18, 2005, BellSouth provided the list of wire centers by Common Language Location Identifier (CLLI) that satisfy the Tier 1 and Tier 2 criteria for dedicated transport and dark fiber unbundling relief as well as the CLLI codes for the BellSouth wire centers that satisfy the non-impairment thresholds for DS1 and DS3 loops. Since this posting, BellSouth has received questions from various CLECs about the methodology used to identify these wire centers. The purpose of this Carrier Notification Letter is to provide answers to such questions and to make available the actual business line and fiber-based collocator counts for each of the wire centers in question that several CLECs have also requested.

In determining the number of business lines in each wire center, BellSouth started with its ARMIS 43-08 report, as contemplated by the Triennial Review Remand Order (TRRO).[1] Because the Federal Communications Commission's (FCC) rules define a business line to include only incumbent switched access lines,[2] BellSouth considered only the switched business lines from Table III of its ARMIS 43-08 report, which breaks out switched access lines by business and residential on a state-by-state basis. In determining whether a line is a business line or whether the line is switched, BellSouth relies upon Universal Service Order Codes (USOCs) that identify the type of service by business or residence and switched or non-switched. The switched business lines were sorted by wire center, and each Integrated Services Digital Network (ISDN) and other digital access line was counted on a per 64 kbps-equivalent basis consistent with the FCC's rules.[3] Unbundled loops, whether provisioned on a stand-alone basis or in combination with other unbundled network elements, are not included in BellSouth's switched access line counts in ARMIS. As a result, to comply with the FCC's definition of a business line,[4] all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements, as well as all UNE-P arrangements for which a business class of service USOC has been assigned, were included in BellSouth's business line counts. To the extent the UNE loop or UNE combination was an ISDN or other digital circuit, it was counted on a 64 kbps-equivalent basis as required by the FCC's rules.

[1] TRRO ¶ 105.

[2] 47 C.F.R. § 51.5 (definition of business line).

[3] For ARMIS reporting purposes, the FCC requires an adjustment factor be applied to Basic Rate and Primary Rate ISDN lines. However, no similar adjustment factor is applied to other digital switched access lines for purposes of ARMIS reporting and only activated capacity for such digital lines is reported in ARMIS.

[4] 47 C.F.R. § 51.5 (defining business line to include "all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements").

With respect to fiber-based collocators, BellSouth only considered collocators that are not affiliated with BellSouth and counted each unaffiliated collocator's arrangement, regardless of whether physical collocation or virtual collocation, consistent with the FCC's rules.[5] In applying the FCC's requirement that the collocation arrangement must have an "active electrical power supply," BellSouth reviewed its most current records to verify those arrangements for which electrical power is actually being supplied and billed by BellSouth. To the extent a collocation arrangement was provisioned but is not being billed for more than the minimum amount of electrical power, BellSouth excluded the arrangement from its count of fiber-based collocators. In determining whether a fiber-based collocator "operates a fiber-optic cable or comparable transmission facility," BellSouth reviewed its collocation application records to determine those collocation arrangements to which a carrier had requested a non-BellSouth provided fiber entrance facility. BellSouth also reviewed its billing records to determine arrangements for which the collocator had been billed cable installation and support structure charges, which are associated with carriers that bring in their own entrance facilities or carrier-leased facilities.

Attachment 1 contains the total number of business lines and fiber-based collocators by CLLI for each BellSouth wire center that satisfies the Tier 1 and Tier 2 criteria for dedicated transport and dark fiber unbundling relief and for those BellSouth wire centers that satisfy the non-impairment thresholds for DS1 and DS3 loops.

Several CLECs have asked BellSouth to provide this data disaggregated by retail business lines, unbundled network element-loop (UNE-L) and business UNE-P lines, which BellSouth is willing to do. However, because such disaggregated data is highly confidential business information, BellSouth will only make such information available for inspection pursuant to the FCC's Protective Order issued on September 20, 2004, in Docket 04-313. This disaggregated data, which is being designated as "Copying Prohibited" pursuant to the Protective Order, will be made available to counsel for any requesting carrier pursuant to the terms of that order at the following locations:

BellSouth
Suite 900
1133 21st Street, N.W.
Washington, D.C. 20036-3351

BellSouth
Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375

Counsel for CLECs who wish to schedule an appointment to review this disaggregated data should call Anthony Jones at (202) 463-4133.

Several CLECs have also questioned the number of wire centers that satisfy the FCC's non-impairment thresholds for DS1 and DS3 loops and transport, apparently relying upon data that BellSouth provided to the FCC in December 2004. However, when BellSouth submitted this data at the FCC's request, the FCC did not specify any particular methodology, nor did BellSouth have the benefit of the new unbundling rules, specifically the definitions of a "business line" and "fiber-based collocator." Consequently, in three important respects, the wire center data furnished in December 2004 does not accurately reflect the FCC's requirements for determining whether its non-impairment thresholds have been satisfied.

First, the December 2004 wire center data did not include "all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled network elements," as the FCC rules require. In particular, BellSouth's December 2004 wire center data did not capture DS1 loops provisioned as part of a so-called Enhanced Extended Loop (EEL), nor were DS3 loops included in the data. Both of these loop types are reflected in the business line counts set forth in Attachment 1.

[5] 47 C.F.R. § 51.5 (definition of fiber-based collocator).

Second, with the exception of Basic Rate and Primary Rate ISDN retail lines, the December 2004 wire center data did not count retail or wholesale digital access lines on a per 64 kbps-equivalent basis, as the FCC rules require. For example, a UNE DS1 loop was counted in the December 2004 data as one line when it should be counted as 24 lines under the FCC's rules. The business line counts set forth in Attachment 1 have been adjusted to reflect the 64 kbps-equivalent basis requirement. In making this adjustment, BellSouth: (i) removed all digital access lines from its original counts (with the exception of Basic Rate and Primary Rate ISDN retail lines); (ii) determined the 64 kbps-equivalent capacity for each of these retail and wholesale digital access lines; and (iii) added these amounts to the business access lines in each wire center.

Third, in compiling the December 2004 wire center data, BellSouth did not make any effort to verify whether a particular collocation arrangement had an "active electrical power supply," as the FCC rules require. The fiber-based collocator counts set forth in Attachment 1 reflect only those collocators that are being billed for more than the minimum amount of electrical power.

Application of the FCC's requirements for determining whether its non-impairment thresholds have been satisfied is the explanation for the differences in the number of wire centers identified in **Carrier Notification Letter SN91085045**, posted on February 18, 2005, and the wire center data BellSouth filed with the FCC in December 2004. Not surprisingly, including all UNE loops connected to a particular wire center and calculating each digital access line on a 64 kbps-equivalent basis caused the total number of business access lines to increase, while verifying the presence of an active electrical power supply caused the number of fiber-based collocators to decrease. Attachment 2 quantifies these differences for each of the wire centers in which the FCC's non-impairment thresholds have been met.

To obtain more information about this notification, please contact your BellSouth contract negotiator.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

Attachment

SN91085065

Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
ALPRGAMA	Alpharetta	95,050	8
ATLNGABU	Buckhead	79,647	10
ATLNGACS	Courtland Street	152,484	16
ATLNGAPP	Peachtree Place	106,308	12
BRHMALMT	Birmingham-Main & Toll	62,036	4
CHRLNCCA	Caldwell Street	134,401	10
CLMASCSN	Senate Street	67,067	7
DNWDGAMA	Dunwoody	76,384	8
FTLDFLMR	Ft. Laud. Main	80,008	10
GNBONCEU	Eugene St.	62,522	6
GNVLSCDT	Greenville	60,700	7
GSVLFLMA	Gainesville Main	70,699	5
JCSNMSCP	Jackson-Capitol Pearl	79,612	5
JCVLFLCL	Clay	69,988	8
LSVLKYAP	Chestnut Street	64,353	5
MIAMFLGR	Grande	142,755	11
MIAMFLPL	Palmetto	105,062	7
MRTTGAMA	Marietta Main	102,511	6
NRCRGAMA	Norcross	104,035	9
NSVLTNMT	Nashville-Main	105,238	7
NWORLAMA	No Main	87,447	7
ORLDFLMA	Orlando Main	69,458	12
RLGHNCMO	Morgan St.	96,137	9
SMYRGAPF	Powers Ferry	65,211	9
ATLNGAEP	East Point	41,362	4
ATLNGASS	Sandy Springs	44,283	5
ATLNGATH	Toco Hills	46,619	5
BCRTFLMA	Boca Raton	46,324	6

Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
BTRGLAGW	Br-Goodwood	50,310	4
BTRGLAMA	Br-Main	47,742	5
CHMBGAMA	Chamblee	39,437	4
CPHLNCRO	Rosemary	47,313	7
DYBHFLMA	Daytona Beach Main	43,381	8
GNBONCAS	Asheland	39,955	7
HLWDFLPE	Pembroke-431 Hw	40,486	5
KNVLTNMA	Knoxville-Main	52,169	4
MIAMFLAE	Alhambra	50,424	5
MIAMFLHL	Hialeah	51,536	7
MLBRFLMA	Melbourne Main	39,317	6
MMPHTNOA	Memphis-Oakville	48,098	4
ORLDFLPC	Pinecastle	53,465	8
PRRNFLMA	Perrine	44,913	5
RSWLGAMA	Roswell	44,581	5
SHPTLAMA	Shreveport-Main	41,832	4
SVNHGABS	Savannah Main	42,946	4
WNSLNCFI	Fifth St.	46,793	6
WPBHFLAN	W.Palm Bch Main	52,143	6
WPBHFLHH	Haverhill	46,198	5
ALBYGAMA	Albany	41,570	1
ATHNGAMA	Athens	39,226	3
BRHMALRC	Birmingham-Riverchase	38,531	3
CARYNCCE	Cary	30,529	5
CHRLNCBO	South Blvd.	29,417	9
CHRLNCDE	Derita	18,445	4
CHRLNCLP	Lake Pointe	17,000	4
CHRLNCRE	Reid	15,579	7

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Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
CHRLNCSH	Sharon Amity	14,269	7
CHRLNCUN	University Park	27,067	5
CHTGTNNS	Chattanooga-Ninst Street	35,643	5
CHTNSCDT	Charleston	36,343	5
CLMASCSA	St. Andrews	18,250	4
CLMBGAMT	Columbus Main	52,022	2
COCOFLMA	Cocoa Main	19,122	4
DLTHGAHS	Duluth	43,308	1
FTLDFLCR	Coral Ridge	23,611	4
FTLDFLCY	Cypress	36,745	5
FTLDFLJA	Jacaranda	34,735	5
FTLDFLOA	Oakland	28,640	8
FTLDFLPL	Plantation	34,283	8
HLWDFLWH	West Hollywood	36,260	4
JCVLFLAR	Arlington	17,144	4
JCVLFLSJ	San Jose	27,609	5
JCVLFLSM	San Marco	25,096	6
LFYTLAMA	Lafayette Main	57,075	3
MACNGAMT	Macon Main	44,424	1
MIAMFLCA	Canal	31,276	5
MIAMFLPB	Poinciana	26,433	4
MIAMFLRR	Red Road	31,827	5
MIAMFLSO	Silver Oaks	30,054	4
MIAMFLWM	West Miami	31,335	7
MMPHTNBA	Memphis-Bartlett	36,578	4
MMPHTNCT	Memphis-Chickasaw	16,041	4
MMPHTNEL	Memphis-Eastland	34,967	4
MMPHTNGT	Memphis-Germantown	28,702	4

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Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
MMPHTNMA	Memphis-Main	29,177	9
MMPHTNMT	Memphis-Midtown	12,033	4
MMPHTNSL	Memphis-Southland	27,973	5
MNDRFLLO	Mandarin	22,382	4
MOBLALAZ	Mobile-Azalea	24,350	5
MONRLAMA	Monroe-Main	43,999	2
MTGMALMT	Montgomery-Main&Toll	39,179	3
NDADFLGG	Golden Glades	22,674	6
NSVLTNCH	Nashville-Crieve Hall	21,041	4
NSVLTNUN	Nashville-University	23,529	4
NWORLAMT	No-Metairie	39,104	2
ORLDFLAP	Azalea Park	30,273	5
ORLDFLCL	Colonial	29,868	9
ORLDFLPH	Pine Hills	33,616	8
ORLDFLSA	Sand Lake	28,008	10
PMBHFLFE	Federal	32,018	6
PMBHFLMA	Margate	37,645	4
PNSCFLBL	Belmont	37,876	6
RLGHNCGL	Glenwood Avenue	31,724	5
RLGHNCHO	New Hope	33,801	8
SMYRGAMA	Smyrna	32,612	6
SNFRFLMA	Sanford Main	22,450	4
STAGFLMA	St. Aug. Main	14,517	4
WLMGNCFO	Fourth St.	27,366	4
WPBHFLGR	Gardens	33,383	5
AGSTGAMT	Augusta Main	31,013	3
AHVLNCOH	O'Henry	36,398	2
ALXNLAMA	Alexandria-Main	31,834	0

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Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
BCRTFLBT	Boca Teeca	31,006	3
BRHMALOX	Birmingham-Oxmoor	26,335	2
BTRGLASB	Br-Suburban	18,104	3
BURLNCDA	Davis Street	17,501	3
BYBHFLMA	Boynton Beach	20,144	3
CHTGTNBR	Chattanooga-Brainerd	26,243	3
CHTGTNDT	Chattanooga-Dodds Ave	15,894	3
CHTNSCNO	Charleston North	27,239	2
DLBHFLMA	Delray Beach	22,211	3
DRBHFLMA	Deerfield Beach	28,916	3
FKLNTNMA	Franklin	15,944	3
FLRNSCMA	Florence	29,723	1
FTPRFLMA	Fort Pierce	25,554	1
GNVLSCWR	Woodruff	36,436	2
GSTANCSO	South St.	20,777	3
GSVLGAMA	Gainesville	29,286	0
HLWDFLMA	Hollywood Main	29,211	3
HNVIALMT	Huntsville-Main&Toll	28,523	2
HNVIALRA	Huntsville-Redstone Arsenal	25,277	0
HTBGMSMA	Hattiesburg-Main	14,292	3
JCSNMSMB	Jackson-Meadowbrook	24,552	2
JCVLFLBW	Beachwood	27,559	3
KNNRLABR	Kenner-Briarwood	30,027	2
LKCHLADT	Lake Charles Main	26,446	1
LLBNGAMA	Lilburn	34,774	1
LRVLGAOS	Lawrenceville	34,700	1
LSVLKYBR	Bardstown Road	19,029	3
LSVLKYWE	Westport Road	27,156	2

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Attachment 1

WC CLLI	WC Name	Total Business Lines	Fiber Based Collocators
MIAMFLBA	Bayshore	15,153	3
MIAMFLBR	Miami Beach	27,770	2
MNDRFLAV	The Avenues	6,056	3
MNPLSCES	Mt. Pleasant	25,476	1
MRBOTNMA	Murfreesboro	21,401	3
MTGMALDA	Montgomery-Dalraida	36,994	2
NDADFLOL	Oleta	16,820	3
NSVLTNBW	Nashville-Brentwood	30,412	3
NSVLTNDO	Nashville-Donelson	26,168	3
NSVLTNST	Nashville-Sharondale	28,796	3
PMBHFLCS	Coral Springs	26,284	2
PNCYFLMA	Panama City Main	26,598	0
PNSCFLFP	Ferry Pass	35,082	2
SLBRNCMA	Salisbury	13,061	3
SPBGSCMA	Spartanburg	29,829	3
STRTFLMA	Stuart	32,133	1
TUKRGAMA	Tucker	36,343	2
TUPLMSMA	Tupelo	24,750	2
VRBHFLMA	Vero Beach	21,088	3
WLMGNCWI	Winter Park	26,686	2
WPBHFLGA	Greenacres	26,763	3
WPBHFLLE	Lake Worth	14,734	3
WPBHFLRB	Riviera Beach	24,956	3

Attachment 2

		Interoffice Transport		High Capacity Loops		12/7/2004 (w 12/10 erratta)		2/18/2005			
WC CLLI	WC Name	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1	Total Business Lines	Fiber Based Collocators	Total Business Lines	Fiber Based Collocators	Net Business Line Adjustment	Net Fiber Based Collocators Adjustment
ALPRGAMA	Alpharetta	X		X	X	42,601	10	95,050	8	52,449	(2)
ATLNGABU	Buckhead	X		X	X	36,729	11	79,647	10	42,918	(1)
ATLNGACS	Courtland Street	X		X	X	81,282	22	152,484	16	71,202	(6)
ATLNGAPP	Peachtree Place	X		X	X	52,412	17	106,308	12	53,896	(5)
BRHMALMT	Birmingham-Main & Toll	X		X	X	31,156	4	62,036	4	30,880	-
CHRLNCCA	Caldwell Street	X		X	X	56,878	14	134,401	10	77,523	(4)
CLMASCSN	Senate Street	X		X	X	33,006	9	67,067	7	34,061	(2)
DNWDGAMA	Dunwoody	X		X	X	30,845	11	76,384	8	45,539	(3)
FTLDFLMR	Ft. Laud. Main	X		X	X	46,327	12	80,008	10	33,681	(2)
GNBONCEU	Eugene St.	X		X	X	36,303	8	62,522	6	26,219	(2)
GNVLSCDT	Greenville	X		X	X	25,365	7	60,700	7	35,335	-
GSVLFLMA	Gainesville Main	X		X	X	48,816	9	70,699	5	21,883	(4)
JCSNMSCP	Jackson-Capitol Pearl	X		X	X	28,213	5	79,612	5	51,399	-
JCVLFLCL	Clay	X		X	X	31,337	11	69,988	8	38,651	(3)
LSVLKYAP	Chestnut Street	X		X	X	49,739	5	64,353	5	14,614	-
MIAMFLGR	Grande	X		X	X	52,436	17	142,755	11	90,319	(6)
MIAMFLPL	Palmetto	X		X	X	64,906	8	105,062	7	40,156	(1)
MRTTGAMA	Marietta Main	X		X	X	58,089	9	102,511	6	44,422	(3)
NRCRGAMA	Norcross	X		X	X	44,546	10	104,035	9	59,489	(1)
NSVLTNMT	Nashville-Main	X		X	X	58,655	8	105,238	7	46,583	(1)
NWORLAMA	No Main	X		X	X	54,324	8	87,447	7	33,123	(1)
ORLDFLMA	Orlando Main	X		X	X	41,847	14	69,458	12	27,611	(2)
RLGHNCMO	Morgan St.	X		X	X	63,929	9	96,137	9	32,208	-
SMYRGAPF	Powers Ferry	X		X	X	31,244	12	65,211	9	33,967	(3)
ATLNGAEP	East Point	X		X		26,678	7	41,362	4	14,684	(3)
ATLNGASS	Sandy Springs	X		X		21,660	7	44,283	5	22,623	(2)
ATLNGATH	Toco Hills	X		X		24,383	7	46,619	5	22,236	(2)
BCRTFLMA	Boca Raton	X		X		32,082	6	46,324	6	14,242	-
BTRGLAGW	Br-Goodwood	X		X		25,132	5	50,310	4	25,178	(1)
BTRGLAMA	Br-Main	X		X		31,348	5	47,742	5	16,394	-
CHMBGAMA	Chamblee	X		X		18,641	6	39,437	4	20,796	(2)
CPHLNCRO	Rosemary	X		X		37,004	7	47,313	7	10,309	-
DYBHFLMA	Daytona Beach Main	X		X		27,199	8	43,381	8	16,182	-
GNBONCAS	Asheland	X		X		24,696	8	39,955	7	15,259	(1)
HLWDFLPE	Pembroke-431 Hw	X		X		30,799	7	40,486	5	9,687	(2)
KNVLTNMA	Knoxville-Main	X		X		29,824	5	52,169	4	22,345	(1)
MIAMFLAE	Alhambra	X		X		35,084	9	50,424	5	15,340	(4)
MIAMFLHL	Hialeah	X		X		34,608	7	51,536	7	16,928	-
MLBRFLMA	Melbourne Main	X		X		27,114	8	39,317	6	12,203	(2)
MMPHTNOA	Memphis-Oakville	X		X		25,999	5	48,098	4	22,099	(1)
ORLDFLPC	Pinecastle	X		X		31,594	8	53,465	8	21,871	-
PRRNFLMA	Perrine	X		X		29,801	7	44,913	5	15,112	(2)

Attachment 2

		Interoffice Transport		High Capacity Loops		12/7/2004 (w 12/10 erratta)		2/18/2005			
WC CLLI	WC Name	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1	Total Business Lines	Fiber Based Collocators	Total Business Lines	Fiber Based Collocators	Net Business Line Adjustment	Net Fiber Based Collocators Adjustment
RSWLGAMA	Roswell	X		X		23,322	9	44,581	5	21,259	(4)
SHPTLAMA	Shreveport-Main	X		X		20,375	6	41,832	4	21,457	(2)
SVNHGABS	Savannah Main	X		X		21,529	4	42,946	4	21,417	-
WNSLNCFI	Fifth St.	X		X		29,507	6	46,793	6	17,286	-
WPBHFLAN	W.Palm Bch Main	X		X		29,106	8	52,143	6	23,037	(2)
WPBHFLHH	Haverhill	X		X		29,080	6	46,198	5	17,118	(1)
ALBYGAMA	Albany	X				26,617	1	41,570	1	14,953	-
ATHNGAMA	Athens	X				27,883	3	39,226	3	11,343	-
BRHMALRC	Birmingham-Riverchase	X				15,419	3	38,531	3	23,112	-
CARYNCCE	Cary	X				18,464	6	30,529	5	12,065	(1)
CHRLNCBO	South Blvd.	X				16,236	11	29,417	9	13,181	(2)
CHRLNCDE	Derita	X				11,563	4	18,445	4	6,882	-
CHRLNCLP	Lake Pointe	X				6,528	5	17,000	4	10,472	(1)
CHRLNCRE	Reid	X				7,761	8	15,579	7	7,818	(1)
CHRLNCSH	Sharon Amity	X				8,899	8	14,269	7	5,370	(1)
CHRLNCUN	University Park	X				11,486	8	27,067	5	15,581	(3)
CHTGTNNS	Chattanooga-Ninst Street	X				18,840	6	35,643	5	16,803	(1)
CHTNSCDT	Charleston	X				18,467	6	36,343	5	17,876	(1)
CLMASCSA	St. Andrews	X				9,616	6	18,250	4	8,634	(2)
CLMBGAMT	Columbus Main	X				28,368	4	52,022	2	23,654	(2)
COCOFLMA	Cocoa Main	X				15,976	6	19,122	4	3,146	(2)
DLTHGAHS	Duluth	X				22,072	3	43,308	1	21,236	(2)
FTLDFLCR	Coral Ridge	X				16,235	4	23,611	4	7,376	-
FTLDFLCY	Cypress	X				25,461	6	36,745	5	11,284	(1)
FTLDFLJA	Jacaranda	X				25,302	6	34,735	5	9,433	(1)
FTLDFLOA	Oakland	X				18,580	10	28,640	8	10,060	(2)
FTLDFLPL	Plantation	X				24,459	9	34,283	8	9,824	(1)
HLWDFLWH	West Hollywood	X				29,701	5	36,260	4	6,559	(1)
JCVLFLAR	Arlington	X				10,393	5	17,144	4	6,751	(1)
JCVLFLSJ	San Jose	X				15,996	5	27,609	5	11,613	-
JCVLFLSM	San Marco	X				12,943	7	25,096	6	12,153	(1)
LFYTLAMA	Lafayette Main	X				30,605	4	57,075	3	26,470	(1)
MACNGAMT	Macon Main	X				21,708	2	44,424	1	22,716	(1)
MIAMFLCA	Canal	X				20,377	6	31,276	5	10,899	(1)
MIAMFLPB	Poinciana	X				19,434	6	26,433	4	6,999	(2)
MIAMFLRR	Red Road	X				21,165	7	31,827	5	10,662	(2)
MIAMFLSO	Silver Oaks	X				19,960	6	30,054	4	10,094	(2)
MIAMFLWM	West Miami	X				18,590	7	31,335	7	12,745	-
MMPHTNBA	Memphis-Bartlett	X				21,779	5	36,578	4	14,799	(1)
MMPHTNCT	Memphis-Chickasaw	X				10,585	5	16,041	4	5,456	(1)
MMPHTNEL	Memphis-Eastland	X				19,571	5	34,967	4	15,396	(1)
MMPHTNGT	Memphis-Germantown	X				16,604	5	28,702	4	12,098	(1)

Attachment 2

		Interoffice Transport		High Capacity Loops		12/7/2004 (w 12/10 erratta)		2/18/2005			
WC CLLI	WC Name	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1	Total Business Lines	Fiber Based Collocators	Total Business Lines	Fiber Based Collocators	Net Business Line Adjustment	Net Fiber Based Collocators Adjustment
MMPHTNMA	Memphis-Main	X				19,087	10	29,177	9	10,090	(1)
MMPHTNMT	Memphis-Midtown	X				7,752	5	12,033	4	4,281	(1)
MMPHTNSL	Memphis-Southland	X				16,260	6	27,973	5	11,713	(1)
MNDRFLLO	Mandarin	X				14,165	5	22,382	4	8,217	(1)
MOBLALAZ	Mobile-Azalea	X				16,565	5	24,350	5	7,785	-
MONRLAMA	Monroe-Main	X				23,033	3	43,999	2	20,966	(1)
MTGMALMT	Montgomery-Main&Toll	X				20,868	3	39,179	3	18,311	-
NDADFLGG	Golden Glades	X				10,885	8	22,674	6	11,789	(2)
NSVLTNCH	Nashville-Crieve Hall	X				12,054	4	21,041	4	8,987	-
NSVLTNUN	Nashville-University	X				12,875	4	23,529	4	10,654	-
NWORLAMT	No-Metairie	X				22,063	3	39,104	2	17,041	(1)
ORLDFLAP	Azalea Park	X				23,218	6	30,273	5	7,055	(1)
ORLDFLCL	Colonial	X				16,849	12	29,868	9	13,019	(3)
ORLDFLPH	Pine Hills	X				25,525	9	33,616	8	8,091	(1)
ORLDFLSA	Sand Lake	X				18,148	10	28,008	10	9,860	-
PMBHFLFE	Federal	X				21,252	7	32,018	6	10,766	(1)
PMBHFLMA	Margate	X				26,945	5	37,645	4	10,700	(1)
PNSCFLBL	Belmont	X				20,182	6	37,876	6	17,694	-
RLGHNCGL	Glenwood Avenue	X				17,081	5	31,724	5	14,643	-
RLGHNCHO	New Hope	X				20,340	8	33,801	8	13,461	-
SMYRGAMA	Smyrna	X				19,222	8	32,612	6	13,390	(2)
SNFRFLMA	Sanford Main	X				16,393	5	22,450	4	6,057	(1)
STAGFLMA	St. Aug. Main	X				12,566	4	14,517	4	1,951	-
WLMGNCFO	Fourth St.	X				16,308	5	27,366	4	11,058	(1)
WPBHFLGR	Gardens	X				21,543	7	33,383	5	11,840	(2)
AGSTGAMT	Augusta Main		X			20,680	5	31,013	3	10,333	(2)
AHVLNCOH	O'Henry		X			19,856	3	36,398	2	16,542	(1)
ALXNLAMA	Alexandria-Main		X			20,008	0	31,834	0	11,826	-
BCRTFLBT	Boca Teeca		X			21,612	5	31,006	3	9,394	(2)
BRHMALOX	Birmingham-Oxmoor		X			9,970	2	26,335	2	16,365	-
BTRGLASB	Br-Suburban		X			9,024	3	18,104	3	9,080	-
BURLNCDA	Davis Street		X			12,252	3	17,501	3	5,249	-
BYBHFLMA	Boynton Beach		X			15,353	3	20,144	3	4,791	-
CHTGTNBR	Chattanooga-Brainerd		X			16,465	4	26,243	3	9,778	(1)
CHTGTNDT	Chattanooga-Dodds Ave		X			9,314	4	15,894	3	6,580	(1)
CHTNSCNO	Charleston North		X			14,183	3	27,239	2	13,056	(1)
DLBHFLMA	Delray Beach		X			13,947	6	22,211	3	8,264	(3)
DRBHFLMA	Deerfield Beach		X			19,245	5	28,916	3	9,671	(2)
FKLNTNMA	Franklin		X			8,751	3	15,944	3	7,193	-
FLRNSCMA	Florence		X			21,432	1	29,723	1	8,291	-
FTPRFLMA	Fort Pierce		X			21,765	1	25,554	1	3,789	-
GNVLSCWR	Woodruff		X			19,084	3	36,436	2	17,352	(1)

Attachment 2

		Interoffice Transport		High Capacity Loops		12/7/2004 (w 12/10 erratta)		2/18/2005			
WC CLLI	WC Name	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1	Total Business Lines	Fiber Based Collocators	Total Business Lines	Fiber Based Collocators	Net Business Line Adjustment	Net Fiber Based Collocators Adjustment
GSTANCSO	South St.		X			14,397	4	20,777	3	6,380	(1)
GSVLGAMA	Gainesville		X			18,742	0	29,286	0	10,544	-
HLWDFLMA	Hollywood Main		X			16,383	4	29,211	3	12,828	(1)
HNVIALMT	Huntsville-Main&Toll		X			17,644	2	28,523	2	10,879	-
HNVIALRA	Huntsville-Redstone Arsenal		X			23,599	0	25,277	0	1,678	-
HTBGMSMA	Hattiesburg-Main		X			8,957	4	14,292	3	5,335	(1)
JCSNMSMB	Jackson-Meadowbrook		X			12,808	2	24,552	2	11,744	-
JCVLFLBW	Beachwood		X			15,590	4	27,559	3	11,969	(1)
KNNRLABR	Kenner-Briarwood		X			14,888	3	30,027	2	15,139	(1)
LKCHLADT	Lake Charles Main		X			12,218	2	26,446	1	14,228	(1)
LLBNGAMA	Lilburn		X			16,228	2	34,774	1	18,546	(1)
LRVLGAOS	Lawrenceville		X			22,334	3	34,700	1	12,366	(2)
LSVLKYBR	Bardstown Road		X			11,863	3	19,029	3	7,166	-
LSVLKYWE	Westport Road		X			14,965	3	27,156	2	12,191	(1)
MIAMFLBA	Bayshore		X			9,314	3	15,153	3	5,839	-
MIAMFLBR	Miami Beach		X			19,420	2	27,770	2	8,350	-
MNDRFLAV	The Avenues		X			4,053	4	6,056	3	2,003	(1)
MNPLSCES	Mt. Pleasant		X			12,387	1	25,476	1	13,089	-
MRBOTNMA	Murfreesboro		X			15,097	4	21,401	3	6,304	(1)
MTGMALDA	Montgomery-Dalraida		X			18,829	2	36,994	2	18,165	-
NDADFLOL	Oleta		X			12,600	4	16,820	3	4,220	(1)
NSVLTNBW	Nashville-Brentwood		X			14,198	3	30,412	3	16,214	-
NSVLTNDO	Nashville-Donelson		X			14,137	4	26,168	3	12,031	(1)
NSVLTNST	Nashville-Sharondale		X			14,888	3	28,796	3	13,908	-
PMBHFLCS	Coral Springs		X			19,813	4	26,284	2	6,471	(2)
PNCYFLMA	Panama City Main		X			18,761	1	26,598	0	7,837	(1)
PNSCFLFP	Ferry Pass		X			20,858	3	35,082	2	14,224	(1)
SLBRNCMA	Salisbury		X			10,715	3	13,061	3	2,346	-
SPBGSCMA	Spartanburg		X			16,760	4	29,829	3	13,069	(1)
STRTFLMA	Stuart		X			25,456	1	32,133	1	6,677	-
TUKRGAMA	Tucker		X			19,429	5	36,343	2	16,914	(3)
TUPLMSMA	Tupelo		X			16,814	2	24,750	2	7,936	-
VRBHFLMA	Vero Beach		X			17,464	3	21,088	3	3,624	-
WLMGNCWI	Winter Park		X			17,774	3	26,686	2	8,912	(1)
WPBHFLGA	Greenacres		X			21,158	5	26,763	3	5,605	(2)
WPBHFLLE	Lake Worth		X			11,921	4	14,734	3	2,813	(1)
WPBHFLRB	Riviera Beach		X			17,659	5	24,956	3	7,297	(2)

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91085073

Date: March 24, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Product/Service) – Triennial Review Remand Order (TRRO) – Unbundling Rules - Wire Centers that Satisfy Non-impairment Thresholds

On February 18, 2005, at the request of the Federal Communications Commissions ("Commission"), BellSouth filed with the Commission, a list by Common Language Location Identification ("CLLI") codes of those wire centers that satisfied the non-impairment thresholds for high-capacity loops, transport and dark fiber as adopted by the Commission in its *Triennial Review Remand Order ("*TRRO*")*.[1] Additionally, in Carrier Notification letters: **SN91085045**, posted on February 18, 2005, **SN91085059** and **SN91085065**, posted on March 11, 2005, BellSouth provided similar information and supporting data as well as responded to numerous questions from CLECs about the methodology BellSouth used to identify these wire centers.

This is to advise that BellSouth recently discovered an error in the mathematical formula that was used to count retail digital access lines on a per 64 kbps-equivalent basis, as required by the Commission's rules. This error impacted only retail business line counts and did not affect the quantity of Unbundled Network Element (UNE) loops, the quantity of which were correctly stated on a per 64 kbps-equivalent basis. However, as a result of this error, retail business lines were overstated, and thus, the wire centers meeting the Commission's non-impairment thresholds were not correctly identified in either BellSouth's February 18, 2005 filing or its Carrier Notification letters: **SN91085045**, **SN91085059** and **SN90185065**.

BellSouth understands the necessity of correctly implementing the Commission's non-impairment thresholds and recognizes that it is only entitled to unbundling relief in or between those wire centers where the Commission has determined CLECs are not impaired without unbundled access to high-capacity loops, transport and dark fiber. Because of the importance of the Commission's unbundling determinations and because both the Commission and the industry must know with certainty where those wire centers are located, BellSouth has retained an independent third-party to review the methodology BellSouth utilized in implementing the non-impairment thresholds set forth in the TRRO and to identify the specific wire centers where those thresholds have been met. Once this independent third-party review is complete, BellSouth will provide the Commission and the industry with the results.

This independent third-party review should not delay implementation of the TRRO in BellSouth's region. Before the Commission's unbundling rules took effect on March 11, 2005, state commissions in

[1] *Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, Order on Remand (Feb. 4, 2005) ("*Triennial Review Remand Order*").

Alabama, Georgia and Kentucky had ordered BellSouth to continue accepting new orders for unbundled switching and high-capacity facilities until BellSouth's Interconnection Agreements have been amended. In order to allow its other state commissions to act, BellSouth advised CLECs and state regulators that it would not reject orders for unbundled switching and high-capacity loops, transport and dark fiber until the earlier of: (1) issuance of an order from an appropriate body, either a commission or a court, allowing BellSouth to reject these orders; or (2) April 17, 2005. This independent, third-party review will be completed and the results disseminated before BellSouth rejects, or challenges through dispute resolution, any orders for new unbundled high-capacity loops, transport and dark fiber pursuant to the TRRO.

BellSouth sincerely regrets this error and apologizes for any inconvenience that it has caused. Please contact your BellSouth contract negotiator with any questions.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91085088

Date: April 15, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Product/Service) – Triennial Review Remand Order (TRRO) – Unbundling Rules - Wire Centers that Satisfy Non-impairment Thresholds

As explained in BellSouth's Carrier Notification letter **SN91085073**, posted March 24, 2005, because BellSouth identified an error in the mathematical formula that was used to count retail digital access lines on a per 64 kbps-equivalent basis, BellSouth retained an independent third-party, Deloitte and Touche USA LLP (Deloitte), to review the application of the methodology BellSouth used to count business lines. The following definition of business lines is taken from Section 51.1 of the Federal Communication Commission's (FCC) Triennial Review Remand Order's (TRRO) Appendix B:

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

Deloitte reviewed the application of the methodology that BellSouth used to identify all business lines as defined by the FCC, including the methodology used to account for digital access lines on a per 64 kbps-equivalent basis. In addition, BellSouth conducted site visits to its central offices to review its counts of CLEC-provided, powered-up, fiber-based collocators in order to confirm the presence of the requisite number of fiber-based collocators needed to meet the FCC's various thresholds. In accordance with the information reviewed by Deloitte and obtained through BellSouth's central office site visits, attached is BellSouth's corrected list of wire centers where the FCC's non-impairment thresholds, as set forth in the TRRO, have been met and, thus, where high capacity loops, transport and dark fiber ("high capacity elements") are no longer required to be unbundled pursuant to Section 251 of the Telecommunications Act of 1996 (Act). Upon request, BellSouth will make available to CLECs for review Deloitte's report and supporting data, together with data compiled by BellSouth in determining the presence of fiber-based collocators subject to the protective agreement established in the TRRO proceeding and any limitations imposed by Section 222 of the Act.

Unless otherwise ordered by a particular state public service commission, effective April 17, 2005, should a CLEC place an order for a high capacity element as an Unbundled Network Element (UNE) in a wire center where that high capacity element is not available on an unbundled basis, as identified on BellSouth's wire center list, BellSouth will accept such order as self-certification from that CLEC and its

officers that the CLEC: (i) has undertaken a reasonably diligent inquiry as to whether the element in question is available on an unbundled basis in such wire center, and (ii) has determined that its request is consistent with the FCC's requirements for obtaining unbundled access to such high capacity element. Thus, BellSouth will accept and process such order for the subject high capacity element on an unbundled basis in that wire center, and will thereafter, where appropriate, pursue a claim against the CLEC ordering such element in that wire center, in accordance with the dispute resolution provisions of the interconnection agreement.

BellSouth expects that any CLEC that self-certifies availability of high capacity elements as UNEs by placing orders for those elements will do so in good faith in accordance with the requirements of the TRRO.

Please contact your BellSouth contract negotiator with any questions.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

Attachment

NOTE: N/A in Column D means that BellSouth is not relying on the existence of powered-up FBCs to meet the FCC's threshold impairment test.

				Classification Using D&T Line Counts and FB Collo On-site Review Results			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Deloitte's Calculated Total Business Lines	# of Fiber-Based Collos after On-site Reviews	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
GA	ATLNGACS	98,029	10	X		X	X
NC	CHRLNCCA	86,443	9	X		X	X
FL	MIAMFLPL	85,624	5	X		X	X
GA	MRTTGAMA	85,438	4	X		X	X
TN	NSVLTNMT	79,095	4	X		X	X
GA	NRCRGAMA	77,035	9	X		X	X
NC	RLGHNCMO	75,613	7	X		X	X
LA	NWORLAMA	73,613	6	X		X	X
GA	ATLNGAPP	72,392	7	X		X	X
GA	ALPRGAMA	71,291	7	X		X	X
FL	MIAMFLGR	66,928	11	X		X	X
GA	ATLNGABU	57,200	7	X		X	
FL	ORLDFLMA	56,714	11	X		X	
KY	LSVLKYAP	56,259	4	X		X	
FL	FTLDFLMR	55,898	8	X		X	
FL	GSVLFLMA	55,785	5	X		X	
GA	SMYRGAPF	49,017	8	X		X	
GA	DNWDGAMA	48,741	8	X		X	
SC	CLMASCSN	47,593	5	X		X	
NC	GNBONCEU	47,399	6	X		X	
SC	GNVLSCDT	45,581	6	X		X	
FL	JCVLFLCL	44,283	6	X		X	
LA	LFYTLAMA	43,394	N/A	X			
FL	ORLDFLPC	42,881	7	X		X	
FL	MIAMFLHL	41,600	7	X		X	
NC	CPHLNCRO	41,265	4	X		X	
FL	MIAMFLAE	41,135	5	X		X	
FL	BCRTFLMA	39,196	5	X		X	
GA	RSWLGAMA	38,964	3	X			
LA	BTRGLAMA	38,652	4	X		X	
LA	BTRGLAGW	38,405	N/A	X			
MS	JCSNMSCP	38,331	3	X			
AL	BRHMALMT	37,617	N/A		X		
LA	MONRLAMA	37,032	N/A		X		
TN	MMPHTNOA	36,434	3		X		
TN	KNVLTNMA	36,405	4	X			
GA	CLMBGAMT	36,029	N/A		X		
FL	HLWDFLPE	35,950	4	X			
NC	WNSLNCFI	35,769	3		X		
GA	DLTHGAHS	35,743	N/A		X		
FL	HLWDFLWH	34,778	N/A		X		

NOTE: N/A in Column D means that BellSouth is not relying on the existence of powered-up FBCs to meet the FCC's threshold impairment test.

				Classification Using D&T Line Counts and FB Collo On-site Review Results			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Deloitte's Calculated Total Business Lines	# of Fiber-Based Collos after On-site Reviews	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
FL	PRRNFLMA	34,328	3		X		
FL	WPBHFLHH	33,886	4	X			
FL	MLBRFLMA	33,701	4	X			
NC	GNBONCAS	33,689	6	X			
GA	ATLNGAEP	33,586	4	X			
FL	PMBHFLMA	32,853	4	X			
GA	ATLNGASS	32,835	4	X			
FL	WPBHFLAN	32,491	5	X			
TN	MMPHTNBA	32,252	N/A		X		
GA	ATLNGATH	31,824	4	X			
FL	DYBHFLMA	31,718	7	X			
LA	NWORLAMT	31,530	N/A		X		
LA	SHPTLAMA	31,012	4	X			
SC	GNVLSCWR	30,818	N/A		X		
GA	CHMBGAMA	30,788	N/A		X		
FL	ORLDFLPH	30,592	6	X			
FL	FTLDFLCY	30,448	4	X			
FL	FTLDFLJA	29,883	5	X			
AL	MTGMALDA	29,864	N/A		X		
GA	LRVLGAOS	29,733	N/A		X		
GA	ALBYGAMA	29,688	N/A		X		
FL	PNSCFLFP	29,682	N/A		X		
FL	FTLDFLPL	29,532	5	X			
GA	ATHNGAMA	29,500	N/A		X		
FL	PNSCFLBL	29,236	4	X			
AL	MTGMALMT	28,381	N/A		X		
GA	SMYRGAMA	28,298	6	X			
NC	RLGHNCHO	28,172	8	X			
TN	MMPHTNEL	28,055	4	X			
GA	TUKRGAMA	27,918	N/A		X		
FL	ORLDFLAP	27,898	5	X			
FL	STRTFLMA	27,167	N/A		X		
GA	SVNHGABS	26,960	4	X			
NC	CARYNCCE	25,980	4	X			
GA	LLBNGAMA	25,919	N/A		X		
TN	NSVLTNBW	25,876	N/A		X		
FL	BCRTFLBT	25,822	N/A		X		
SC	CHTNSCDT	25,757	5	X			
AL	HNVIALMT	25,715	N/A		X		
NC	RLGHNCGL	25,459	4	X			
FL	PMBHFLFE	25,321	5	X			

NOTE: N/A in Column D means that BellSouth is not relying on the existence of powered-up FBCs to meet the FCC's threshold impairment test.

				Classification Using D&T Line Counts and FB Collo On-site Review Results			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Deloitte's Calculated Total Business Lines	# of Fiber-Based Collos after On-site Reviews	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
TN	CHTGTNNS	24,896	3		X		
TN	MMPHTNGT	24,814	N/A		X		
FL	MIAMFLRR	24,699	4	X			
TN	NSVLTNST	24,693	N/A		X		
FL	WPBHFLGR	24,534	4	X			
NC	CHRLNCBO	24,451	8	X			
GA	MACNGAMT	24,338	N/A		X		
FL	ORLDFLSA	24,120	9	X			
FL	WPBHFLGA	24,048	N/A		X		
FL	MIAMFLWM	23,775	5	X			
FL	MIAMFLSO	23,358	4	X			
FL	DRBHFLMA	23,300	3		X		
GA	AGSTGAMT	23,218	3		X		
TN	MMPHTNMA	23,144	7	X			
FL	MIAMFLPB	23,024	4	X			
TN	NSVLTNDO	22,928	N/A				
TN	CHTGTNBR	22,838	N/A				
FL	FTLDFLOA	22,809	5	X			
SC	SPBGSCMA	22,707	3		X		
FL	MIAMFLCA	22,635	3		X		
NC	WLMGNCFO	22,397	4	X			
FL	ORLDFLCL	22,092	6	X			
FL	JCVLFLSJ	22,020	4	X			
TN	MMPHTNSL	21,494	3		X		
FL	FTLDFLCR	20,833	N/A				
FL	JCVLFLBW	20,647	N/A				
FL	HLWDFLMA	20,569	N/A				
TN	MRBOTNMA	20,537	N/A				
FL	WPBHFLRB	20,420	3		X		
FL	SNFRFLMA	20,074	4	X			
TN	NSVLTNUN	19,857	3		X		
AL	BRHMALRC	19,523	N/A				
AL	MOBLALAZ	19,159	5	X			
FL	MNDRFLLO	18,494	4	X			
FL	VRBHFLMA	18,280	N/A				
TN	NSVLTNCH	18,017	N/A				
FL	COCOFLMA	17,826	4	X			
NC	GSTANCSO	17,752	N/A				
FL	NDADFLGG	17,055	5	X			
FL	BYBHFLMA	16,904	3		X		
FL	JCVLFLSM	16,888	5	X			

NOTE: N/A in Column D means that BellSouth is not relying on the existence of powered-up FBCs to meet the FCC's threshold impairment test.

				Classification Using D&T Line Counts and FB Collo On-site Review Results			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Deloitte's Calculated Total Business Lines	# of Fiber-Based Collos after On-site Reviews	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
KY	LSVLKYBR	16,653	3		X		
NC	BURLNCDA	16,474	3		X		
FL	DLBHFLMA	16,166	3		X		
NC	CHRLNCDE	16,071	3		X		
LA	BTRGLASB	15,280	3		X		
NC	CHRLNCUN	14,755	5	X			
FL	NDADFLOL	14,443	N/A				
TN	FKLNTNMA	14,002	N/A				
SC	CLMASCSA	13,716	3		X		
FL	STAGFLMA	13,653	N/A				
TN	MMPHTNCT	13,449	N/A				
TN	CHTGTNDT	13,331	N/A				
NC	CHRLNCSH	13,061	5	X			
FL	JCVLFLAR	12,824	3		X		
FL	WPBHFLLE	12,790	3		X		
NC	SLBRNCMA	11,981	3		X		
FL	MIAMFLBA	11,974	3		X		
MS	HTBGMSMA	11,700	3		X		
NC	CHRLNCRE	11,475	6	X			
TN	MMPHTNMT	10,305	3		X		
NC	CHRLNCLP	9,872	4	X			
FL	MNDRFLAV	4,976	N/A				

				December 2004 Data				
				Interoffice Transport			High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
TN	NSVLTNMT	**78,781**	4	X			X	X
TN	KNVLTNMA	**37,284**	4	X				
TN	MMPHTNOA	**36,686**	3		X			
TN	MMPHTNBA	**34,364**	-		X			
TN	MMPHTNEL	**30,973**	4	X				
TN	NSVLTNBW	**28,974**	-		X			
TN	MMPHTNGT	**26,311**	-		X			
TN	NSVLTNDO	**24,914**	-		X			
TN	NSVLTNST	**24,911**	-		X			
TN	CHTGTNBR	**24,314**	-		X			
TN	MMPHTNMA	**23,520**	7	X				
TN	CHTGTNNS	**23,166**	3		X			
TN	MMPHTNSL	**22,432**	3		X			
TN	KNVLTNWH	**21,613**	-			X		
TN	MRBOTNMA	**21,045**	-			X		
TN	NSVLTNUN	**19,987**	3		X			
TN	NSVLTNCH	**18,674**	-			X		
TN	CLVLTNMA	**16,182**	-			X		
TN	FKLNTNMA	**14,652**	-			X		
TN	MAVLTNMA	**14,633**	-			X		
TN	KNVLTNBE	**14,601**	-			X		
TN	CHTGTNDT	**14,182**	-			X		
TN	JCSNTNMA	**13,916**	-			X		
TN	NSVLTNAP	**13,084**	-			X		
TN	MMPHTNCT	**12,838**	-			X		
TN	SVVLTNMT	**11,599**	-			X		
TN	CLEVTNMA	**11,525**	-			X		
TN	LBNNTNMA	**10,408**	-			X		
TN	MMPHTNMT	**10,289**	3		X			
TN	MRTWTNMA	**10,173**	-			X		
TN	JCSNTNNS	**9,973**	-			X		
TN	CLMATNMA	**9,702**	-			X		
TN	OKRGTNMT	**9,423**	-			X		
TN	FKLNTNCC	**8,936**	-			X		
TN	HDVLTNMA	**8,105**	-			X		
TN	NSVLTNIN	**7,931**	-			X		
TN	CRVLTNMA	**7,899**	-			X		
TN	MMPHTNST	**7,888**	-			X		
TN	NSVLTNMC	**7,607**	-			X		
TN	KNVLTNFC	**7,378**	-			X		
TN	GDVLTNMA	**7,088**	-			X		
TN	SMYRTNMA	**6,672**	-			X		
TN	GALLTNMA	**6,652**	-			X		
TN	DKSNTNMT	**6,191**	-			X		
TN	CHTGTNRB	**5,897**	-			X		
TN	NSVLTNWM	**5,829**	-			X		
TN	ATHNTNMA	**5,598**	-			X		
TN	CHTGTNRO	**5,558**	-			X		
TN	TLLHTNMA	**5,533**	-			X		
TN	DYBGTNMA	**5,323**	-			X		
TN	KNVLTNYH	**4,995**	-			X		
TN	PARSTNMA	**4,618**	-			X		

				December 2004 Data				
				Interoffice Transport			High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
TN	SHVLTNMA	**4,467**	-			X		
TN	SPFDTNMA	**4,219**	-			X		
TN	UNCYTNMA	**3,664**	-			X		
TN	LFLTTNMA	**3,412**	-			X		
TN	NWPTTNMT	**3,403**	-			X		
TN	NSVLTNBV	**3,379**	-			X		
TN	WNCHTNMA	**3,355**	-			X		
TN	LRBGTNMA	**3,340**	-			X		
TN	GTBGTNMT	**3,307**	-			X		
TN	PLSKTNMA	**3,229**	-			X		
TN	LNCYTNMA	**3,179**	-			X		
TN	MMPHTNFR	**3,178**	-			X		
TN	FYVLTNMA	**3,105**	-			X		
TN	MNCHTNMA	**3,049**	-			X		
TN	LXTNTNMA	**3,048**	-			X		
TN	CVTNTNMT	**2,961**	-			X		
TN	LWBGTNMA	**2,866**	-			X		
TN	NSVLTNCD	**2,749**	-			X		
TN	CHTGTNSE	**2,683**	-			X		
TN	SVNHTNMT	**2,651**	-			X		
TN	JFCYTNMA	**2,649**	-			X		
TN	BWVLTNMA	**2,320**	-			X		
TN	HMBLTNMA	**2,319**	-			X		
TN	CLTNTNMA	**2,238**	-			X		
TN	DYTNTNMA	**2,226**	-			X		
TN	CHTGTNMV	**2,166**	-			X		
TN	MMPHTNCK	**2,158**	-			X		
TN	NSVLTNHH	**2,096**	-			X		
TN	SOVLTNMT	**1,997**	-			X		
TN	KGTNTNMT	**1,985**	-			X		
TN	LODNTNMA	**1,950**	-			X		
TN	PTLDTNMA	**1,944**	-			X		
TN	RRVLTNMA	**1,918**	-			X		
TN	MDVITNMT	**1,915**	-			X		
TN	BLVRTNMA	**1,912**	-			X		
TN	RPLYTNMA	**1,876**	-			X		
TN	SPHLTNMT	**1,824**	-			X		
TN	MSCTTNMT	**1,786**	-			X		
TN	ASCYTNMA	**1,605**	-			X		
TN	MMPHTNWW	**1,590**	-			X		
TN	HIMNTNMA	**1,568**	-			X		
TN	SLMRTNMT	**1,556**	-			X		
TN	NSVLTNWC	**1,552**	-			X		
TN	CMDNTNMA	**1,523**	-			X		
TN	MILNTNMA	**1,464**	-			X		
TN	SWTWTNMT	**1,463**	-			X		
TN	WHHSTNMA	**1,422**	-			X		
TN	WVRLTNMT	**1,375**	-			X		
TN	HNSNTNMT	**1,367**	-			X		
TN	HNTGTNMA	**1,321**	-			X		
TN	GTWSTNSW	**1,284**	-			X		
TN	TRTNTNMA	**1,269**	-			X		

				December 2004 Data				
				Interoffice Transport			High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
TN	DNRGTNMA	**1,248**	-			X		
TN	SDDSTNMA	**1,241**	-			X		
TN	MCKNTNMA	**1,216**	-			X		
TN	CRTHTNMA	**1,132**	-			X		
TN	JSPRTNMT	**1,127**	-			X		
TN	ARTNTNMT	**1,117**	-			X		
TN	MMPHTNHP	**1,092**	-			X		
TN	CRHLTNCB	**1,082**	-			X		
TN	CNVLTNMA	**1,077**	-			X		
TN	RKWDTNMA	**1,052**	-			X		
TN	MYVLTNMA	**1,031**	-			X		
TN	HHNWTNMA	**1,030**	-			X		
TN	OLHCTNMA	**1,012**	-			X		
TN	SPBGTNMA	**982**	-			X		
TN	CHTGTNSM	**977**	-			X		
TN	NSVLTNAA	**925**	-			X		
TN	WHBLTNMT	**906**	-			X		
TN	DOVRTNMT	**890**	-			X		
TN	NSVLTNBH	**884**	-			X		
TN	BLGPTNMA	**869**	-			X		
TN	JLLCTNMA	**868**	-			X		
TN	ETWHTNMT	**820**	-			X		
TN	MNPLTNMA	**795**	-			X		
TN	FRVWTNMT	**773**	-			X		
TN	BNTNTNMT	**770**	-			X		
TN	CHTGTNHT	**725**	-			X		
TN	CLDGTNMA	**690**	-			X		
TN	HTVLTNMA	**675**	-			X		
TN	PSVWTNMT	**653**	-			X		
TN	SPCYTNMT	**614**	-			X		
TN	OLSPTNMA	**605**	-			X		
TN	SANGTNMT	**581**	-			X		
TN	NWBRTNMA	**573**	-			X		
TN	CHTNTNMT	**555**	-			X		
TN	DCTRTNMT	**524**	-			X		
TN	GNBRTNMA	**507**	-			X		
TN	HLLSTNMT	**506**	-			X		
TN	LYLSTNMA	**484**	-			X		
TN	NRRSTNMA	**481**	-			X		
TN	LKCYTNMA	**466**	-			X		
TN	WHPITNMA	**458**	-			X		
TN	SNVLTNMA	**455**	-			X		
TN	TPVLTNMA	**445**	-			X		
TN	WRTRTNMT	**436**	-			X		
TN	TWNSTNMA	**396**	-			X		
TN	CHRLTNMT	**391**	-			X		
TN	WHVLTNMT	**377**	-			X		
TN	BLLSTNMA	**376**	-			X		
TN	LYBGTNMT	**363**	-			X		
TN	TROYTNMT	**351**	-			X		
TN	GRNBTNMA	**335**	-			X		
TN	WHWLTNMA	**322**	-			X		

				December 2004 Data				
				Interoffice Transport			High Capacity Loops	
State	Wire Center	**Total Business Lines**	**Number of FB Collocators if 3 or Greater**	**Tier 1**	**Tier 2**	**Tier 3**	**No Impairment for DS3**	**No Impairment for DS1**
TN	GNFDTNMT	**315**	-			X		
TN	SEWNTNMW	**314**	-			X		
TN	SRVLTNMA	**295**	-			X		
TN	MDTNTNMA	**286**	-			X		
TN	DYERTNMT	**279**	-			X		
TN	MCWNTNMT	**260**	-			X		
TN	MSCWTNMA	**258**	-			X		
TN	GDJTTNMA	**246**	-			X		
TN	CRPLTNMA	**241**	-			X		
TN	HRFRTNMA	**236**	-			X		
TN	SMTWTNMA	**234**	-			X		
TN	GLSNTNMA	**231**	-			X		
TN	WTTWTNMA	**223**	-			X		
TN	CMCYTNMT	**205**	-			X		
TN	MEDNTNMA	**201**	-			X		
TN	EAVLTNMA	**200**	-			X		
TN	HNNGTNMA	**197**	-			X		
TN	BTSPTNMA	**186**	-			X		
TN	FIVLTNMA	**178**	-			X		
TN	RDGLTNMA	**163**	-			X		
TN	BGSNTNMA	**157**	-			X		
TN	TRINTNMA	**156**	-			X		
TN	HNLDTNMA	**155**	-			X		
TN	HRNBTNMT	**149**	-			X		
TN	KNTNTNMA	**146**	-			X		
TN	ACHLTNMT	**144**	-			X		
TN	FLVLTNMA	**136**	-			X		
TN	LYVLTNMA	**127**	-			X		
TN	CNHMTNMA	**126**	-			X		
TN	PTBGTNMA	**122**	-			X		
TN	BLNCTNMT	**88**	-			X		
TN	FRDNTNMA	**87**	-			X		
TN	VNLRTNMA	**69**	-			X		
TN	GBSNTNMT	**65**	-			X		
TN	CULKTNMA	**52**	-			X		
TN	PLMYTNMA	**46**	-			X		
TN	SNTFTNMA	**46**	-			X		
TN	WLPTTNMA	**43**	-			X		
TN	HMPSTNMA	**39**	-			X		

Total	**988,670**		4	11	180	1	1