

**at&t****WHOLESALE AGREEMENT*****Customer Name: LBH, LLC***

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By and Between
BellSouth Telecommunications, Inc.
And
LBH, LLC

Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
LBH, LLC

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and LBH, LLC (LBH), a Louisiana limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or LBH or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, LBH is or seeks to become a CLEC authorized to provide telecommunications services in the state of Louisiana; and

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

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

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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

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

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

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, LBH agrees to provide BellSouth in writing LBH's CLEC certification prior to BellSouth filing this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Louisiana. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to LBH pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

LBH shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

When LBH purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to LBH shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of LBH shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by LBH.

5. White Pages Listings

- 5.1 BellSouth shall provide LBH and its customers access to white pages directory listings under the following terms:

- 5.1.1 Listings. LBH shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include LBH residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between LBH and BellSouth subscribers.

- 5.1.2 Rates. So long as LBH provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to LBH one (1)

primary White Pages listing per LBH subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

- 5.2 Procedures for Submitting LBH SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.2.1 LBH authorizes BellSouth to release all LBH SLI provided to BellSouth by LBH to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such LBH SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 No compensation shall be paid to LBH for BellSouth's receipt of LBH 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 LBH's SLI, or costs on an ongoing basis to administer the release of LBH SLI, LBH 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 LBH's SLI, LBH will be notified. If LBH does not wish to pay its proportionate share of these reasonable costs, LBH may instruct BellSouth that it does not wish to release its SLI to independent publishers, and LBH shall amend this Agreement accordingly. LBH will be liable for all costs incurred until the effective date of the amendment.
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by LBH under this Agreement. LBH shall indemnify, 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 LBH listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to LBH any complaints received by BellSouth relating to the accuracy or quality of LBH listings.
- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Unlisted/Non-Published Subscribers. LBH will be required to provide to BellSouth the names, addresses and telephone numbers of all LBH customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.
- 5.4 Inclusion of LBH End Users in Directory Assistance Database. BellSouth will include and maintain LBH subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and LBH shall provide such Directory Assistance listings to BellSouth at no recurring charge.

- 5.5 Listing Information Confidentiality. BellSouth will afford LBH's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST.
- 5.7 Directories. BellSouth or its agent shall make available White Pages directories to LBH subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for LBH, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to LBH End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for LBH End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to LBH. Where BellSouth is providing to LBH Telecommunications Services for resale or providing to LBH the local switching function, then LBH agrees that in those cases where LBH receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to LBH End Users, and where LBH does not have the requested information, LBH will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.
- 7. Liability and Indemnification**
- 7.1 LBH Liability. In the event that LBH consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of LBH under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to LBH for any act or omission of another Telecommunications company providing services to LBH.
- 7.3 Limitation of Liability

- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 7.3.3 Neither BellSouth nor LBH shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless

by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

- 7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to

use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Intellectual Property Remedies

8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.3.2.2 obtain a license sufficient to allow such use to continue.

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. Proprietary and Confidential Information

- 9.1 It may be necessary for BellSouth and LBH, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

11. Taxes

11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 11.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional

information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by LBH, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to LBH any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

- 14.1 If LBH changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of LBH to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of LBH or BellSouth to perform any material terms of this Agreement, LBH or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

17. Waivers

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

18. Governing Law

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

19. Assignments

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

20. Notices

- 20.1 With the exception of billing notices governed by Attachment 7, every notice, consent, or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

LBH, LLC d/b/a LBH Communications

Ms. Ginny LeBoeuf
153 W. Dave Dugas Rd.
P. O. Box 2237
Sulphur, LA 70664
Email: Ginny.LeBoeuf@camtel.com

and

Mr. Thomas G. Henning
Legal Counsel
P. O. Box 2237
Sulphur, LA 70664

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 BellSouth will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

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

24. Filing of Agreement

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

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

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

29. Rate True-Up

29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

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

30. Survival

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

31. Entire Agreement

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

executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

31.3 The following services are included as options for purchase by LBH pursuant to the terms and conditions set forth in this Agreement. LBH may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

LBH, LLC

By: _____

By: _____

Name: Kristen E. Rowe _____

Name: George Mack _____

Title: Director _____

Title: Manager _____

Date: _____

Date: _____

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to LBH purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by LBH for the purposes of resale to LBH's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as LBH, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and

Commission rules and orders, BellSouth shall make available to LBH for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers.

- 3.1.1 When LBH provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.2 LBH may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 LBH must resell services to other End Users.
 - 3.2.2 LBH cannot be a CLEC for the single purpose of selling to itself.
- 3.3 LBH will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from LBH for said services.
- 3.4 LBH will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of LBH. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of LBH. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of LBH or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and LBH will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or LBH to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation

associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

- 3.7 Where BellSouth provides resold services to LBH, BellSouth will provide LBH with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. LBH acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. LBH acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier (CLLI) code; and in such instances, LBH shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow LBH to designate up to 100 intermediate telephone numbers per CLLI code, for LBH's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. LBH acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLI code and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to LBH's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If LBH or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, LBH has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to LBH remain the property of BellSouth.
- 3.15 White page directory listings for LBH End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
- 3.16.1 LBH must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which LBH may submit a Local Service Request (LSR) electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event LBH provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. LBH will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator (MWI), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line (CF/B)
 - Call Forward Don't Answer (CF/DA)
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for LBH per the BFR/NBR process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

- 3.20 In the event LBH acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to LBH that Special Assembly at the wholesale discount at LBH's option. LBH shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for LBH customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate LBH customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the LBH customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and LBH shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to LBH, and LBH shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 4. BellSouth's Provision of Services to LBH**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 Shared Tenant Service Tariff in Louisiana.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by LBH to establish authenticity of use. Such audit shall not occur more than once in a calendar year. LBH shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by LBH for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific

tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 LBH may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If LBH cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's GSST and PLST.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
 - 4.5.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.
 - 4.5.2 When LBH assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
 - 4.5.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to LBH.
 - 4.5.4 LBH must establish a billing arrangement with the Independent Company or other CLEC prior to assuming an End User account where such circumstances apply.
 - 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's GSST and PLST and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 LBH or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 LBH accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 LBH will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, LBH shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.6 BellSouth will bill LBH for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.7 BellSouth reserves the right to contact LBH's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, LBH will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services (master account). LBH is required to provide the following before a master account is established: blanket letter of authorization (LOA), misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA) and a deposit and tax exemption certificate, if applicable.

6.1.1 If LBH needs to change its OCN(s) under which it operates when LBH has already been conducting business utilizing those OCN(s), LBH shall bear all costs incurred by BellSouth to convert LBH to the new OCN(s). OCN conversion charges include all time required to make system updates to all of LBH's End User customer records. Appropriate charges will appear in the OC&C section of LBH's bill.

6.2 LBH shall provide to BellSouth a blanket LOA certifying that LBH will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for LBH's End User customer.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from LBH to BellSouth or will accept a request from another CLEC for conversion of the End User's service from LBH to such other CLEC. Upon completion of the conversion BellSouth will notify LBH that such conversion has been completed.

7. Discontinuance of Service

7.1 The procedures for discontinuing service to an End User are as follows:

7.1.1 BellSouth will deny service to LBH's End User on behalf of, and at the request of, LBH. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of LBH.

7.1.2 At the request of LBH, BellSouth will disconnect a LBH End User customer.

- 7.1.3 All requests by LBH for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 LBH will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise LBH when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by LBH and/or the End User against any claim, loss or damage arising from providing this information to LBH. It is the responsibility of LBH to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8. Operator Services (Operator Call Processing and Directory Assistance)

- 8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance (DA).
- 8.2 Upon request for BellSouth OCP, BellSouth shall:
 - 8.2.1 Process 0+ and 0- dialed local calls
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to LBH end user's calling card that can be validated by BellSouth.
 - 8.2.4 Process person-to-person calls.
 - 8.2.5 Process collect calls.
 - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 8.2.7 Process station-to-station calls.
 - 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 8.2.10 Process operator-assisted DA calls.

- 8.2.11 Adhere to equal access requirements, providing LBH local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to LBH that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by LBH.
- 8.2.15 Provide call records to LBH in accordance with ODUF standards.
- 8.3 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.4 Directory Assistance Service
 - 8.4.1 DA Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 8.4.2 DA Service shall provide up to two listing requests per call, if available and if requested by LBH's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's GSST to one of the provided listings.
 - 8.4.3 Directory Assistance Service Updates
 - 8.4.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 8.4.3.1.1 New end user connections
 - 8.4.3.1.2 End user disconnections
 - 8.4.3.1.3 End user address changes
 - 8.4.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.5 Selective Call Routing using Line Class Codes (SCR-LCC)
 - 8.5.1 Where LBH resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route LBH's end user calls to that provider through SCR.
 - 8.5.2 SCR-LCC provides the capability for LBH to have its 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 LCC capacity is available in the requested BellSouth end office switches.

- 8.5.3 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.
- 8.5.4 Where available, LBH specific and unique LLCs are programmed in each BellSouth end office switch where LBH intends to service end users with customized OCP/DA branding. The LCCs specifically identify LBH'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 LBH intends to provide LBH-branded OCP/DA to its End Users in these multiple rate areas.
- 8.5.5 SCR-LCC supporting Custom Branding and Self Branding require LBH to order dedicated transport and trunking from each BellSouth end office identified by LBH, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the LBH Operator Service Provider for Self Branding. Separate trunk groups are required for OCP/DA. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.5.6 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office.
- 8.5.7 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by LBH to the BellSouth TOPS. The calls are routed to "No Announcement."

9. Line Information Database

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to LBH's Account Manager stating a requested activation date.

10. RAO Hosting

- 10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.
- 11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

Exhibit A

EXCLUSIONS & LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service		LOUISIANA	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days (Note 2)	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No
4	Lifeline/Link Up Services	Yes	Yes
5	911/E911 Services	No	No
6	N11 Services	No	No
7	MemoryCall® Service	Yes	No
8	Mobile Services	Yes	No
9	Federal Subscriber Line Charges	Yes	No
10	Nonrecurring Charges	Yes	Yes
11	End User Line Chg- Number Portability	Yes	No
12	Public Telephone Access Svc (PTAS)	Yes	Yes
13	Inside Wire Maintenance Service Plan	Yes	No

Applicable Notes:

1. **Grandfathered** services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by LBH.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by LBH.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by LBH for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of LBH and pursuant to which BellSouth, its LIDB customers and LBH shall have access to such information. In addition, this Agreement sets forth the terms and conditions for LBH's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. LBH understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of LBH, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to LBH's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening. BellSouth is authorized to use the billing number information to determine whether LBH has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS. BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of LBH from which a call originates.
 4. GetData. BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of LBH indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.
 5. Fraud Control. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify LBH of fraud alerts so that LBH may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by LBH pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to LBH for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers (IXCs) and billing clearing houses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate LBH's data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify LBH end user originated long distance charges and will return those charges to the IXC as not covered by the existing B&C agreement. LBH is responsible for entering into the appropriate agreement with IXCs for handling of long distance charges by their end users.
- (2) BellSouth shall have no obligation to become involved in any disputes between LBH and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to LBH. It shall be the responsibility of LBH and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. LBH will not be charged a fee for storage services provided by BellSouth to LBH, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by LBH in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from LBH, BellSouth will provide the Optional Daily Usage File (ODUF) service to LBH pursuant to the terms and conditions set forth in this section.
2. LBH shall furnish all relevant information required by BellSouth for the provision of ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a LBH customer.
4. Charges for ODUF will appear on LBH's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. LBH will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.1 Messages that error in LBH's billing system will be the responsibility of LBH. If, however, LBH should encounter significant volumes of errored messages that prevent processing by LBH within its systems, BellSouth will work with LBH to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to LBH:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service

- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LBH.
- 6.1.4 In the event that LBH detects a duplicate on ODUF they receive from BellSouth, LBH will drop the duplicate message and will not return the duplicate to BellSouth).

6.2 ODUF Physical File Characteristics

- 6.2.1 ODUF will be distributed to LBH via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and LBH for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, LBH will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. LBH will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to LBH. Additionally, all message toll charges associated with the use of the dial circuit by LBH will be the responsibility of LBH. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on LBH's end for the purpose of data transmission will be the responsibility of LBH.
- 6.2.3 If LBH utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of LBH.

6.3 ODUF Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LBH which BellSouth RAO is sending the

message. BellSouth and LBH will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by LBH and resend the data as appropriate.

The data will be packed using ATIS EMI records.

- 6.4 ODUF Pack Rejection. LBH will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. LBH will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to LBH by BellSouth.
- 6.5 ODUF Control Data. LBH will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate LBH received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by LBH for reasons stated in the above section.
- 6.6 ODUF Testing. Upon request from LBH, BellSouth shall send test files to LBH for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that LBH set up a production (live) file. The live test may consist of LBH's employees making test calls for the types of services LBH requests on ODUF. These test calls are logged by LBH, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from LBH, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to LBH pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. LBH shall furnish all relevant information required by BellSouth for the provision of EODUF.
3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of EODUF will appear on LBH's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of LBH will be the responsibility of LBH. If, however, LBH should encounter significant volumes of errored messages that prevent processing by LBH within its systems, BellSouth will work with LBH to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.

7.1 **Usage To Be Transmitted**

- 7.1.1 The following messages recorded by BellSouth will be transmitted to LBH:

Customer usage data for flat rated local call originating from LBH's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LBH.
- 7.1.3 In the event that LBH detects a duplicate on EODUF they receive from BellSouth, LBH will drop the duplicate message (LBH will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The EODUF feed will be distributed to LBH via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among LBH's ODUF messages. EODUF will be a variable block format. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and LBH for the purpose of data transmission as set forth in Section 6.2.2 above.
- 7.2.3 If LBH utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of LBH.
- 7.3 Packing Specifications
- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LBH which BellSouth RAO is sending the message. BellSouth and LBH will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by LBH and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Louisiana												Attachment: 1		Exhibit: E						
CATEGORY	RATE ELEMENTS						Interi m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
											Rec	Nonrecurring		Nonrecurring		OSS Rates (\$)				
												First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																				
		Residence %									20.72									
		Business %									20.72									
		CSAs %									9.05									
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																			
		OSS - Electronic Service Order Charge, Per LSR - Resale Only							SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per LSR - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									82.25	82.25								
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message									0.0000117									
		ODUF: Message Processing, per message									0.004641									
		ODUF: Message Processing, per Magnetic Tape provisioned									48.45									
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010568									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message									0.250015									

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 that BellSouth agrees to offer to LBH 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 LBH (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require LBH 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 LBH may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of LBH, and to the extent technically feasible, provide to LBH access to its Network Elements for the provision of LBH’s qualifying services. 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.
- 1.4 LBH may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to LBH under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring (NRC) switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between LBH and BellSouth.
- 1.6.1 Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

- 1.7 LBH may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.8 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5). If BellSouth has anticipated such RNMs and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such RNMs at no additional charge. RNMs 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 RNMs 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 of this Attachment, 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 LBH, BellSouth shall perform the RNM.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.10 **Commingling of Services**
- 1.10.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that LBH has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.
- 1.10.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements 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 non-qualifying services.
- 1.10.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such 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.
- 1.10.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher bandwidth circuit and the Central Office Channel Interfaces

(COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth circuit.

1.11 If LBH reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge LBH for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.12 Rates

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

1.12.2 Rates, 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.

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

1.12.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

2.1.1 The local loop Network Element (Loop) is defined as a narrowband transmission facility (i.e., below the DS1 level) between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's premises, including inside wire owned by BellSouth. 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 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), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises. LBH 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.

- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.
- 2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to LBH 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 64kbps second voice grade channel over its FTTH facilities.
- 2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by LBH. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH 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.
- 2.1.1.5 A hybrid loop is a local Loop, below the DS1 level, 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 LBH 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.
- 2.1.1.6 LBH may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.
- 2.1.2 The provisioning of a Loop to LBH's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 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.

- 2.1.4 The Loop shall be provided to LBH in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.5.1 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 LBH 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), LBH may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by LBH (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill LBH for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.
- 2.1.6 **Loop Testing/Trouble Reporting**
- 2.1.6.1 LBH will be responsible for testing and isolating troubles on the Loops. LBH must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, LBH will be required to provide the results of the LBH test which indicate a problem on the BellSouth provided Loop.
- 2.1.6.2 Once LBH has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.
- 2.1.6.3 If LBH reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge LBH for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.
- 2.1.6.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by LBH (e.g., incomplete

address, incorrect contact name/number, etc.), BellSouth will bill LBH for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 “Order Coordination” (OC) allows BellSouth and LBH to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to LBH'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.

2.1.7.2 “Order Coordination – Time Specific” (OC-TS) allows LBH to order a specific time for OC to take place. BellSouth will make every effort to accommodate LBH's specific conversion time request. However, BellSouth reserves the right to negotiate with LBH 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. LBH may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If LBH specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	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, LBH must order and will be billed for both OC and OC-TS if requesting OC-TS.

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

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

2.1.8.2 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.

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

2.1.9 **Bulk Migration**

2.1.9.1 If LBH requests to migrate twenty-five (25) or more port/loop combination customers to Loops (UNE-L) in the same Central Office on the same due date, LBH must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package. This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the NRC rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, LBH should refer to the “Guides” section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: <http://www.interconnection.bellsouth.com/>

2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the “CLEC UNE Products” website at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/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 LBH 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 LBH. LBH 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 LBH may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to LBH. 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 LBH to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

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

2.3.2 BellSouth shall make available the following UDLs, 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 Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. LBH 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 Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.4 **Unbundled Copper Loops (UCL)**
- 2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
- 2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- 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 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 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 LBH.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by LBH 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 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, LBH 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 LBH may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by LBH 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 LBH 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 Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such

devices include, but are not limited to, 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 TR 73600.

- 2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.
- 2.5.3 For any copper loop being ordered by LBH which has over 6,000 feet of combined bridged tap will be modified, upon request from LBH, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to LBH. 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 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.
- 2.5.4 LBH may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 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 LBH 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. LBH 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 LBH 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 LBH desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for LBH, LBH will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by LBH is available at the location for which the ULM was requested, LBH 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, LBH will not be charged for ULM but will only be charged the service order charges for submitting an order.

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

2.6.1 Where LBH 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 LBH. 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 LBH (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 LBH, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. LBH 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 premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's 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 LBH to connect LBH's Loop facilities to the End User's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 LBH may access the End User's premises wiring by any of the following means and LBH 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 LBH 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 premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 LBH 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 LBH's responsibility to ensure there is no safety hazard, and LBH 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 LBH shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 LBH 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 LBH 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 premises and the distribution media and/or cross connect to LBH's NID.

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

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

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

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

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

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

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

2.8.2.3.1 If LBH requests a UCSL and it is not available, LBH may request the copper Sub-Loop 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 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (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 LBH, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for LBH's use on this cross-connect panel. LBH will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, LBH shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. LBH'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 Unbundled Sub-Loops at the location requested by LBH is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet LBH's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address:
<http://www.interconnection.bellsouth.com/products/html/unec.html>.
- 2.8.2.7 The site set-up must be completed before LBH can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice LBH'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, LBH will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when LBH requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by LBH for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

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 Multi-Dwelling Units (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, LBH will install UNTW Access Terminals for BellSouth at no additional charge.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate LBH for each pair activated commensurate to the price specified in LBH'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 subsequent to 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 NRC 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 (10) percent 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 NRC 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 LBH LMU information so that LBH can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment LBH intends to install and the services LBH wishes to provide. This section addresses LMU as a preordering transaction, distinct from LBH 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 LBH 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 LBH 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 Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 LBH 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 LBH and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee LBH's ability to provide advanced data services over the ordered Loop type. Further, if LBH orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and

that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. LBH is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 LBH may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if LBH needs further Loop information in order to determine Loop service capability, LBH may initiate a separate Manual Service Inquiry for a separate NRC charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: <http://interconnection.bellsouth.com/guides/html/unes.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, LBH may reserve up to ten (10) Loop facilities. For a Manual LMUSI, LBH may reserve up to three (3) Loop facilities.

2.9.3.2 LBH may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to LBH. During and prior to LBH placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If LBH does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. LBH will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, LBH does not reserve facilities upon an initial LMUSI, LBH'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 of this Attachment.

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

3 Line Sharing

3.1 General

- 3.1.1 Line Sharing is defined as the process by which LBH provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and LBH using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 LBH may request new Line Sharing arrangements through October 1, 2004. The rates will be as set forth in Exhibit A. After October 1, 2004, LBH may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.3 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with LBH, all Line Sharing arrangements pursuant to Section 3.1.2 of this Attachment shall be terminated.
- 3.1.4 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow LBH the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. LBH shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.5 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.1.6 BellSouth will provide Loop Modification to LBH on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice

service. If LBH requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, LBH shall pay for the Loop to be restored to its original state.

- 3.1.7 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and LBH desires to continue providing xDSL service on such Loop, LBH shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give LBH notice in a reasonable time prior to disconnect, which notice shall give LBH an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and LBH purchases the full stand-alone Loop, LBH may elect the type of Loop it will purchase. LBH will pay the appropriate recurring and NRC rates for such Loop as set forth in Exhibit A to this Attachment. In the event LBH purchases a voice grade Loop, LBH acknowledges that such Loop may not remain xDSL compatible.
- 3.1.8 If LBH reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge LBH for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.
- 3.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.2 **Provisioning of Line Sharing and Splitter Space**
- 3.2.1 BellSouth will provide LBH with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, LBH must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
- 3.2.1.2 LBH may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of LBH's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
- 3.2.1.3 Once a splitter is installed on behalf of LBH in a central office in which LBH is located, LBH shall be entitled to order the High Frequency Spectrum on lines

served out of that central office. BellSouth will bill and LBH shall pay the electronic or manual ordering charges as applicable when LBH orders High Frequency Spectrum for End User service.

- 3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for LBH's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

- 3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide LBH access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to LBH's xDSL equipment in LBH's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide LBH with a carrier notification letter, informing LBH of change. LBH shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Louisiana.

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

3.4 **CLEC Provided Splitter – Line Sharing**

- 3.4.1 LBH may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. LBH 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.

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

3.5 **Ordering – Line Sharing**

- 3.5.1 LBH shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

- 3.5.2 BellSouth will provide LBH the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.5.4 BellSouth will provide LBH access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and LBH shall pay the rates for such services, as described in Exhibit A.
- 3.6 **Maintenance and Repair – Line Sharing**
- 3.6.1 LBH shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If LBH is using a BellSouth owned splitter, LBH may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If LBH provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. LBH will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 LBH shall inform its End Users to direct data problems to LBH, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to LBH, BellSouth will notify LBH. LBH will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, LBH will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue LBH's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 Line Splitting

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

3.7.2 In the event LBH provides its own switching or obtains switching from a third party, LBH may engage in line splitting arrangements with another CLEC using a splitter, provided by LBH or a third party, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.

3.7.3 Maintenance – Line Splitting

3.7.3.1 LBH is responsible for determining if the trouble is a voice or data trouble. LBH shall only report voice troubles and troubles with the physical Loop to BellSouth.

3.7.4 LBH 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 LBH 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 LBH are not already combined by BellSouth in the location requested by LBH 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 LBH are not elements that BellSouth combines for its use in its network.

4.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements 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 unbundled Network Elements or to interconnect with BellSouth's network.

4.2 Enhanced Extended Links (EELs)

4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions

necessary to combine those Network Elements. BellSouth shall provide LBH with EELs where the underlying UNEs are available.

- 4.2.2 In the event LBH converts special access services to UNEs, LBH shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

4.3 **Rates**

- 4.3.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment 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 of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable NRC switch-as-is charge set forth in Exhibit A.

- 4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the NRC 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 of Network Elements shall be the sum of the recurring and NRC rates for those individual Network Elements as set forth in Exhibit A.

- 4.3.3 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to LBH in addition to those specifically referenced in this Section 4 above, where available. To the extent LBH requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

5. **Transport**

- 5.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DS0 and voice grade interoffice transmission facilities described in this Section 5 on an unbundled basis to LBH for the provision of a qualifying service, as set forth herein.

- 5.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that LBH uses for transmission between wire centers or switches owned by BellSouth and within the same LATA.

- 5.2 BellSouth shall:

- 5.2.1 Provide LBH exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

- 5.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;
- 5.2.3 Permit, to the extent technically feasible, LBH to connect such interoffice facilities to equipment designated by LBH, including but not limited to, LBH's collocated facilities; and
- 5.2.4 Permit, to the extent technically feasible, LBH to obtain the functionality provided by BellSouth's digital cross-connect systems.

5.3 **Dedicated Transport**

- 5.3.1 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 5.3.1.1 As capacity on a shared UNE facility.
 - 5.3.1.2 As a circuit (e.g., DS0 and voice grade) dedicated to LBH.
- 5.3.2 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.
- 5.3.3 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 5.3.4 Technical Requirements
 - 5.3.4.1 The entire designated transmission service (e.g., DS0 or voice grade) shall be dedicated to LBH designated traffic.
 - 5.3.4.2 BellSouth shall offer the following interface transmission rates for DS0 or voice grade Dedicated Transport: DS0 Equivalent
 - 5.3.4.3 BellSouth shall design Dedicated Transport according to its network infrastructure. LBH shall specify the termination points for Dedicated Transport.
 - 5.3.4.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 5.3.4.5 BellSouth Technical Reference: TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6. **SS7 Network Interconnection**

- 6.1 SS7 Network Interconnection is the interconnection of LBH local signaling transfer point switches or LBH local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that

enables the exchange of SS7 messages among BellSouth switching systems and databases, LBH local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

- 6.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and LBH or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 6.3 If traffic is routed based on dialed or translated digits between a LBH local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the LBH local signaling transfer point switches and BellSouth or other third-party local switch.
- 6.4 SS7 Network Interconnection shall provide:
 - 6.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 6.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 6.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 6.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a LBH local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of LBH local STPs and shall not include SCCP Subsystem Management of the destination.
- 6.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 6.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 6.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

6.9 Interface Requirements

6.9.1 The following SS7 Network Interconnection interface options are available to connect LBH or LBH-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

6.9.1.1 A-link interface from LBH local or tandem switching systems; and

6.9.1.2 B-link interface from LBH STPs.

6.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

6.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, 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.

6.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

6.9.5 BellSouth shall set message screening parameters to accept messages from LBH local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the LBH switching system has a valid signaling relationship.

7. **Automatic Location Identification/Data Management System (ALI/DMS)**

7.1 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. LBH will be required to provide BellSouth daily updates to E911 database. LBH shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

7.2 Technical Requirements

7.2.1 BellSouth shall provide LBH the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to

LBH after LBH provides End User information for input into the ALI/DMS database.

- 7.2.2 LBH shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

8. Operational Support Systems

- 8.1 BellSouth has developed and made available electronic interfaces by which LBH may submit LSRs electronically.

- 8.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.

- 8.3 Denial/Restoral OSS Charge. In the event LBH provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

- 8.4 Cancellation OSS Charge. LBH will incur an OSS charge for an accepted LSR that is later cancelled.

- 8.5 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 8.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECD rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECD rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element.																
	OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only				SOMECD		3.50	0.00	3.50	0.00						
	OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00									
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEAL2		12.90	36.54	16.87							
	2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEAL2		23.33	36.54	16.87							
	2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEAL2		48.43	36.54	16.87							
	2W Analog VG Loop- Service Level 1- Zone 1		1	UEANL	UEASL		12.90	36.54	16.87							
	2W Analog VG Loop- Service Level 1- Zone 2		2	UEANL	UEASL		23.33	36.54	16.87							
	2W Analog VG Loop- Service Level 1- Zone 3		3	UEANL	UEASL		48.43	36.54	16.87							
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEANL	URETL			8.33	0.83							
	Loop Testing-Basic 1st Half Hour			UEANL	URET1			33.17	0.00							
	Loop Testing-Basic Additional Half Hour			UEANL	URETA			19.28	19.28							
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO			15.75	8.93							
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM			13.04	13.04							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			7.92	7.92							

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Di		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60								
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60								
	2 Wire Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60								
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
	Manual Order Coordination 2 Wire Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.04	13.04								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		33.17	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.93	102.10	65.72								
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	25.35	102.10	65.72								
	2W Analog VG Loop- Service Level 2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	50.46	102.10	65.72								
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.93	102.10	65.72								
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	25.35	102.10	65.72								
	2W Analog VG Loop- Service Level 2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	50.46	102.10	65.72								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.59	36.30								
	Loop Tagging-Service Level 2 (SL2)			UEA	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	30.81	127.40	91.02								
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	38.32	127.40	91.02								
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	60.39	127.40	91.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.59	36.30								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.49	44.09								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.29	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.07	40.34								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	9.79	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.00	40.34								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4X	16.24	153.26	104.54								
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
	4W Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
	4W Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
	4W Unbundled HDSL Loop without manual service inquiry and facility reservation-Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.00	40.34								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	36.78	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 1		1	UDL	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 2		2	UDL	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps-Zone 3		3	UDL	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 1		1	UDL	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 2		2	UDL	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps-Zone 3		3	UDL	UDL64	38.92	121.86	85.48								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		101.97	49.67								
2-WIRE Unbundled COPPER LOOP																
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 1		1	UCL	UCLPB	12.29	116.18	67.46								
	2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	14.09	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	15.75	116.18	67.46								
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.29	91.92	55.12								
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	14.09	91.92	55.12								
	2W Unbundled Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	15.75	91.92	55.12								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								
4-WIRE COPPER LOOP																
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	22.27	139.69	90.96								
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.95	139.69	90.96								
	4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	10.99	139.69	90.96								
	4W Copper Loop-Designed without manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	22.27	115.43	78.63								
	4W Copper Loop-Designed without manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.95	115.43	78.63								
	4W Copper Loop-Designed without manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	10.99	115.43	78.63								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47								

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Dis		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL	OCOSL		17.56									
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils-2 Wire pr less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils-4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up	I		UEANL	USBSA		144.09	144.09								
	Sub-Loop-Per Cross Box Location-Per 25 pr Panel Set-Up	I		UEANL	USBSB		10.99	10.99								
	Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up	I		UEANL	USBSC		86.16	86.16								
	Sub-Loop-Per Building Equipment Room-Per 25 pr Panel Set-Up	I		UEANL	USBSD		27.13	27.13								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1	I	1	UEANL	USBN2	7.57	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2	I	2	UEANL	USBN2	12.75	63.89	30.06								
	Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3	I	3	UEANL	USBN2	21.45	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
	Sub-Loop Distribution Per 4W Analog VG Loop -Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2W Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.91	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4W Intrabuilding Network Cable (INC)	I		UEANL	USBR4	6.58	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEANL	USBMC		7.92	7.92								
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing-Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS2X	6.26	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS2X	10.07	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS2X	12.70	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 1	I	1	UEF	UCS4X	8.03	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 2	I	2	UEF	UCS4X	10.71	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution-Zone 3	I	3	UEF	UCS4X	6.08	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pr			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		0.89	0.88								
	Loop Testing-Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing-Basic Additional Half Hour			UEF	URETA		19.28	19.28								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification-2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification-4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per pr			UENTW	UENPP	0.3454	14.72	14.72								
Network Interface Device (NID)																
	Network Interface Device (NID)-1-2 lines			UENTW	UND12		42.26	27.83								
	Network Interface Device (NID)-1-6 lines			UENTW	UND16		62.86	48.43								
	Network Interface Device Cross Connect-2 W			UENTW	UNDC2		5.73	5.73								

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Network Interface Device Cross Connect-4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID-Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only-No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only-No Rate			UEANL,UEF,UEQ,UE NTW	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL	UNECN	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup-Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup-Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SHARING																
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
NOTE 1: Above will apply to USOCs: ULSDT and UL SCT																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	187.17	183.33	0.00								
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.79	183.33	0.00								
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	15.59	183.33	0.00								
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		83.98	0.00								
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
	Line Share Service, TRO per line activation, BST owned splitter-CO Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	3.10	17.97	10.29								
	Line Share Service, TRO per line activation, BST owned splitter-CO Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	6.20	17.97	10.29								
	Line Share Service, TRO per line activation, BST owned splitter-CO Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	9.30	17.97	10.29								
	Line Sharing- per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		15.91	7.95								
	Line Sharing- per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		15.91	7.95								
	Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (25% of UCLND)-please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	3.10	47.44	19.31								
	Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (50% of UCLND)-please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	6.20	47.44	19.31								
	Line Share Service, TRO per line activation, CLEC owned splitter-CO Located (75% of UCLND)-please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	9.30	47.44	19.31								
MAINTENANCE																
	No Trouble Found-per 1/2 hour increments-Basic						80.00	55.00								
	No Trouble Found-per 1/2 hour increments-Overtime						120.00	82.50								
	No Trouble Found-per 1/2 hour increments-Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel-Dedicated Transport-2W VG-Per mi per mo			U1TVX	1L5XX	0.013										
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term			U1TVX	U1TV2	22.60	39.36	26.62								
	Interoffice Channel -Dedicated Transport-2W VG Rev Bat-Per mi per mo			U1TVX	1L5XX	0.013										

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel-Dedicated Transport-2W VG Rev Bat-Facility Term			U1TVX	U1TR2	22.60	39.36	26.62							
	Interoffice Channel -Dedicated Transport-4W VG-Per mi per mo			U1TVX	1L5XX	0.013									
	Interoffice Channel-Dedicated Transport-4W VG-Facility Term			U1TVX	U1TV4	19.81	39.36	26.62							
	Interoffice Channel-Dedicated Transport-56 kbps-per mi per mo			U1TDX	1L5XX	0.013									
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term			U1TDX	U1TD5	15.61	39.37	26.62							
	Interoffice Channel-Dedicated Transport-64 kbps-per mi per mo			U1TDX	1L5XX	0.013									
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term			U1TDX	U1TD6	15.61	39.37	26.62							
SIGNALING (CCS7)															
	CCS7 Signaling Term, Per STP Port			UDB	PT8SX	147.60									
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50							
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50							
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50							
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50							
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17							
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17							
E911 SERVICE															
	Local Channel-Dedicated-2W VG-Zone 1					18.32	187.51	32.21							
	Local Channel-Dedicated-2W VG-Zone 2					18.32	187.51	32.21							
	Local Channel-Dedicated-2W VG-Zone 3					18.32	187.51	32.21							
	Interoffice Transport-Dedicated-2W VG Per mi					0.013									
	Interoffice Transport-Dedicated-2W VG Per Facility Term					22.60	39.36	26.62							
	Local Channel-Dedicated-DS1-Zone 1					39.18	172.34	149.27							
	Local Channel-Dedicated-DS1-Zone 2					121.58	172.34	149.27							
	Local Channel-Dedicated-DS1-Zone 3					70.02	172.34	149.27							
	Interoffice Transport-Dedicated-DS1 Per mi					0.2652									
	Interoffice Transport-Dedicated-DS1 Per Facility Term					70.47	86.69	79.44							
ENHANCED EXTENDED LINK (EELS)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	2WVG Loop in combination-Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09							
	2WVG Loop in combination-Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09							
	2WVG Loop in combination-Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09							
	Interoffice Transport-2W VG-Dedicated- Per mi Per mo			UNCVX	1L5XX	0.013									
	Interoffice Transport-2W VG-Dedicated-Facility Term per mo			UNCVX	U1TV2	22.60	72.60	41.75							
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT															
	4WVG Loop in combination -Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09							
	4WVG Loop in combination -Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09							
	4WVG Loop in combination -Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09							
	Interoffice Transport-4W VG-Dedicated-Per mi Per mo			UNCVX	1L5XX	0.013									
	Interoffice Transport-4W VG-Dedicated- Facility Term per mo			UNCVX	U1TV4	19.81	72.60	41.75							
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09							
	4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09							
	4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09							
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per mi per mo			UNCDX	1L5XX	0.013									
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Term per mo			UNCDX	U1TD5	15.61	72.60	41.75							
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43							
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4W 64 kbps Local Loop in Combination-Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09							

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disc		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN
	4W 64 kbps Lcoal Loop in Combination-Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09						
	4W 64 kbps Lcoal Loop in Combination-Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09						
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per mi per mo			UNCDX	1L5XX	0.013								
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Term per mo			UNCDX	U1TD6	15.61	72.60	41.75						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4W 56 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09						
	First 4W 56 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09						
	First 4W 56 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09						
	First 4W 56 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.013								
	First 4W 56 kbps Interoffice Transport-Dedicated-Facility Term per mo			UNCDX	U1TD5	15.61	72.60	41.75						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT														
	First 4W 64 kbps Local Loop in combination-Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09						
	First 4W 64 kbps Local Loop in combination-Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09						
	First 4W 64 kbps Local Loop in combination-Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09						
	First 4W 65 kbps Interoffice Transport-Dedicated-Per mi per mo			UNCDX	1L5XX	0.013								
	First 4W 64 kbps Interoffice Transport-Dedicated-Facility Term per mo			UNCDX	U1TD6	15.61	72.60	41.75						
	NRC Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.43	5.43						
ADDITIONAL NETWORK ELEMENTS														
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.													
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.													
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)													
	NRC Currently Combined Network Elements Switch -As-Is Charge-2 wire/4W VG			UNCVX	UNCCC		5.43	5.43						
	NRC Currently Combined Network Elements Switch -As-Is Charge-56/64 kbps			UNCDX	UNCCC		5.43	5.43						
	Miscellaneous													
	NRC-Order Coordination Specific Time-Dedicated Transport	I		UN1CX	OCOSR		18.85	18.85						
LNP Query Service														
	LNP Charge Per query					0.0008559								
	LNP Service Establishment Manual						12.16							
	LNP Service Provisioning with Point Code Establishment						576.33	294.43						
Note: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.														

Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.
- 2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.8 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and LBH.
- 2.14 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.15 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.17 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by LBH.
- 2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.21 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.22 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.23 **Transit Traffic** is traffic originating on LBH's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to LBH's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where LBH owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

- 3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.
- 3.4 **Fiber Meet**
- 3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if LBH elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, LBH and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, LBH's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the LBH Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.4.4 Upon verbal request by LBH, BellSouth shall allow LBH access to the fusion splice point for the Fiber Meet point for maintenance purposes on LBH's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. LBH shall be billed for a mixed use of the Local Channel using the actual traffic LBH elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and LBH shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 LBH shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of LBH's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent LBH desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which LBH has established interconnection trunk groups, LBH shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, LBH shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where LBH has homed (i.e. assigned) its NPA/NXXs. LBH shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. LBH shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on LBH's NXX access tandem homing arrangement as specified by LBH in the LERG.
- 4.4 Any LBH interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to LBH from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require LBH to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

- 4.5 Recurring and NRC rates associated with interconnecting trunk groups between BellSouth and LBH are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the NRC and recurring rates for dedicated trunks and associated facilities. LBH shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where LBH is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and LBH's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. LBH shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.
- 4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, LBH's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between LBH and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between LBH and Independent Companies, IXC's, other CLEC's, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LBH desires to exchange traffic. This trunk group also carries LBH originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to LBH. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for LBH-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for LBH End-Users. A two-way trunk group provides Intratandem Access for LBH's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between LBH and Independent Companies, IXC's, other CLEC's, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LBH desires to exchange traffic. This trunk group also carries LBH originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to LBH. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between LBH and BellSouth. In addition, a separate two-way transit trunk group must be established for LBH's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between LBH and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LBH desires to exchange traffic. This trunk group also carries LBH originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to LBH. However, where LBH is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and LBH's Transit Traffic are exchanged on a single two-way trunk group between LBH and BellSouth to provide Intratandem Access to LBH. This trunk group carries Transit Traffic between LBH and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LBH desires to exchange traffic. This trunk group also carries LBH originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to LBH. However, where LBH is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

- 4.10.1.5.1 Where LBH does not choose access tandem interconnection at every BellSouth access tandem within a LATA, LBH may utilize BellSouth's multiple tandem

access interconnection (MTA). To utilize MTA LBH must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route LBH's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Notwithstanding Section 4.3, LBH must also establish an interconnection trunk group(s) at all BellSouth access tandems where LBH NXXs are homed as described in Section 4.2.1 above for delivery of LBH's Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic. If LBH does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, LBH can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate LBH's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End Users served through those BellSouth access tandems where LBH does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.10.1.5.2 LBH may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to LBH will be delivered to and from IXCs based on LBH's NXX access tandem homing arrangement as specified by LBH in the LERG.
- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not require dedicated transport or facilities for delivery of traffic in an MTA arrangement provided LBH has established at least one interconnection trunk group into a BellSouth Access Tandem in the LATA where its NPA/NXXs are homed.
- 4.10.1.5.4 To the extent LBH does not purchase MTA in a LATA served by multiple access tandems, LBH must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent LBH routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, LBH shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

- 4.10.2.1 Local Tandem Interconnection arrangement allows LBH to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of LBH-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, LBH must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, LBH may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. LBH may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where LBH does not choose to establish an interconnection trunk group(s). It is LBH’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to LBH’s codes. Likewise, LBH shall obtain its routing information from the LERG.
- 4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, LBH must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which LBH has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 GSST).
- 4.10.2.4 BellSouth’s provisioning of Local Tandem Interconnection assumes that LBH has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 **Direct End Office-to-End Office Interconnection**
- 4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between LBH and BellSouth.
- 4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between LBH’s switch and a BellSouth end office and where

such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three consecutive months. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by LBH to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

- 4.10.4.1.1 If LBH chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all LBH originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

- 4.10.4.1.2 LBH may choose to perform its own Toll Free database queries from its switch. In such cases, LBH will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, LBH will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, LBH will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and LBH shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, LBH will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to LBH's network but that are connected to BellSouth's access tandem.

- 4.10.5 All post-query Toll Free calls for which LBH performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. **NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where LBH chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the LBH switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and LBH will send and receive 10 digits for Local Traffic. Additionally, BellSouth and LBH will exchange the proper call information, i.e. originated call company number and destination call company

number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Within six (6) months after execution of this Agreement, LBH shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of LBH's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, LBH-to-BellSouth one-way trunks (LBH Trunks), BellSouth-to-LBH one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for LBH location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, LBH shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. LBH shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 Trunk Utilization

- 5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and LBH shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and LBH shall refund to BellSouth the associated NRC and recurring trunk and facility charges paid by BellSouth, if any.
- 5.8.1.1 BellSouth’s CISC will notify LBH of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated LBH interface. LBH will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which LBH expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager will discuss the information with LBH to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to LBH. The due date of these orders will be four weeks after LBH was first notified in writing of the underutilization of the trunk groups.
- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 5.8.3 For the two-way trunk groups, BellSouth and LBH shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. BellSouth will request the disconnection of any Under-utilized two-way

trunk(s) and LBH shall refund to BellSouth the associated NRC and recurring trunk and facility charges paid by BellSouth, if any.

5.8.3.1 BellSouth's LISC will notify LBH of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated LBH interface. LBH will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which LBH expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with LBH to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, LBH will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after LBH was first notified in writing of the underutilization of the trunk groups.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

6.1 BellSouth and LBH shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an End User of one Party in one LATA and terminated to an End User of the other Party within the same LATA on that Party's network except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and LBH agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LBH that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and LBH further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LBH that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed IXC or if one Party's End User uses the other Party as an IXC on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.8 If LBH assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to LBH End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a LBH customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, LBH agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to LBH at BellSouth's switched access tariff rates.

7.2 If LBH does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole LBH NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if LBH can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to LBH. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs

on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and LBH shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. LBH will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to LBH requires interconnection from LBH to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's

Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. LBH shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that LBH desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

- 7.5.1 Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
- 7.5.2 If the BellSouth End User chooses LBH as their presubscribed IXC, or if the BellSouth End User uses LBH as an IXC on a 101XXXX basis, BellSouth will charge LBH the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.5.4 When LBH's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by LBH as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When LBH's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem

company agrees to provide to LBH, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 LBH agrees not to deliver switched access traffic to BellSouth for termination except over LBH ordered switched access trunks and facilities.

7.6 **Transit Traffic**

- 7.6.1 BellSouth shall provide tandem switching and transport services for LBH's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between LBH and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between LBH and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that LBH is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to LBH. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, LBH shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and LBH's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which LBH is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between LBH and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and LBH have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that CO for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, LBH may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies LBH that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and LBH will pay, the total NRC and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. LBH will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of LBH's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and LBH will pay, the total NRC and recurring charges for the NNI port. LBH will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed NRC and recurring charges for the NNI port by LBH's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the LBH and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:

- 8.9.1 If LBH orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the LBH Frame Relay switch, BellSouth will invoice, and LBH will pay, the total NRC and recurring PVC charges for the PVC segment between the BellSouth and LBH Frame Relay switches. If the VC is a Local VC, LBH will then invoice and BellSouth will pay, the total NRC and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to LBH for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a LBH subscriber's PVC segment and a PVC segment from the LBH Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and LBH will pay, the total NRC and recurring PVC and CIR charges for the PVC segment between the BellSouth and LBH Frame Relay switches. If the VC is a Local VC, LBH will then invoice and BellSouth will pay the total NRC and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to LBH for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If LBH requests a change, BellSouth will invoice and LBH will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, LBH will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 LBH will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

10 BASIC 911 AND E911 INTERCONNECTION

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

- 10.2 Basic 911 Interconnection. BellSouth will provide to LBH a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. LBH will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. LBH will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, LBH will be required to begin using E911 procedures.

- 10.3 E911 Interconnection. LBH shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. LBH will be required to provide BellSouth daily updates to the E911 database. LBH will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, LBH will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. LBH shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.4 Rates. BellSouth will impose applicable charges on LBH for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition LBH will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.

- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

Exhibit B

Basic Architecture

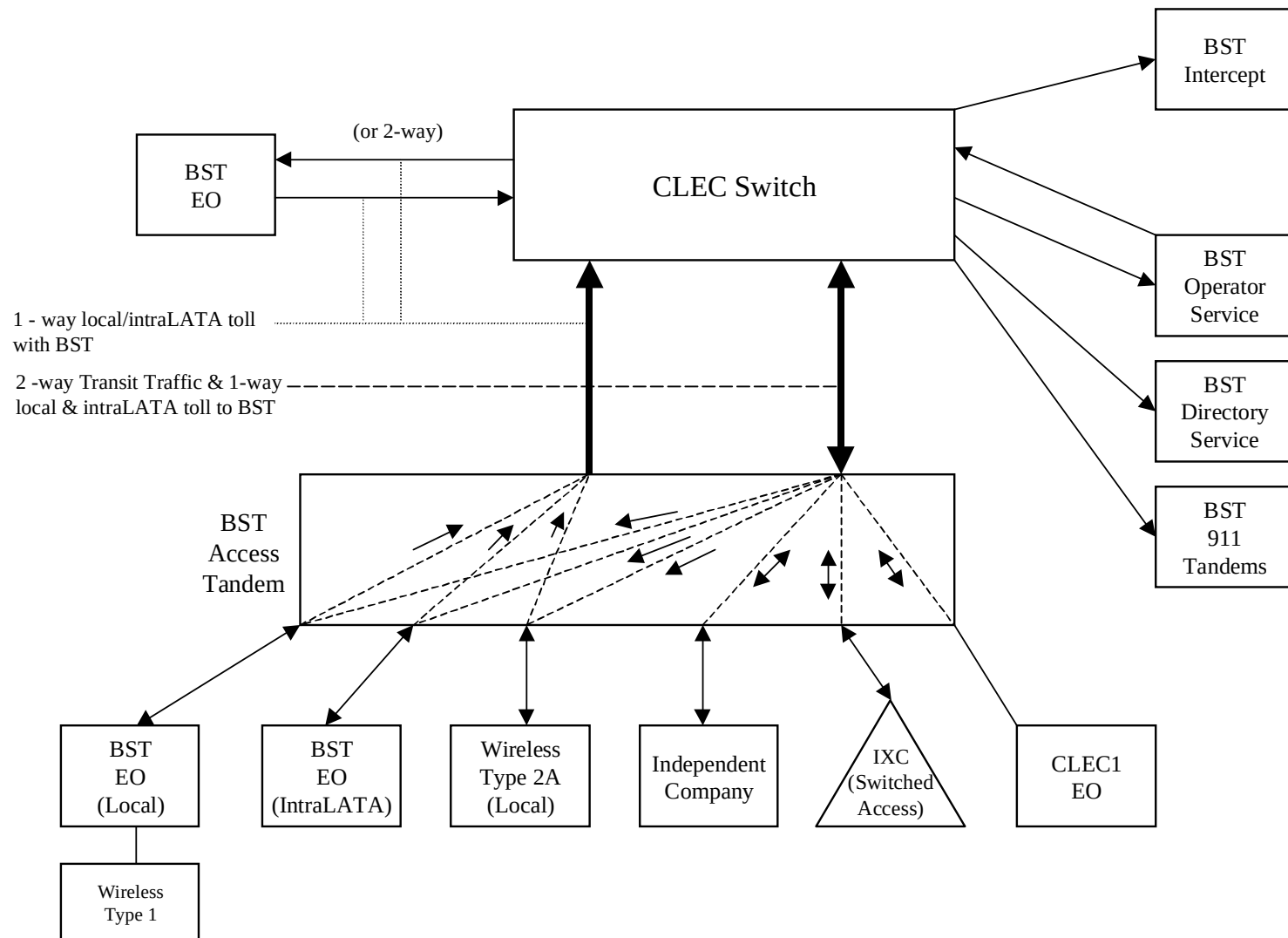


Exhibit C

One-Way Architecture

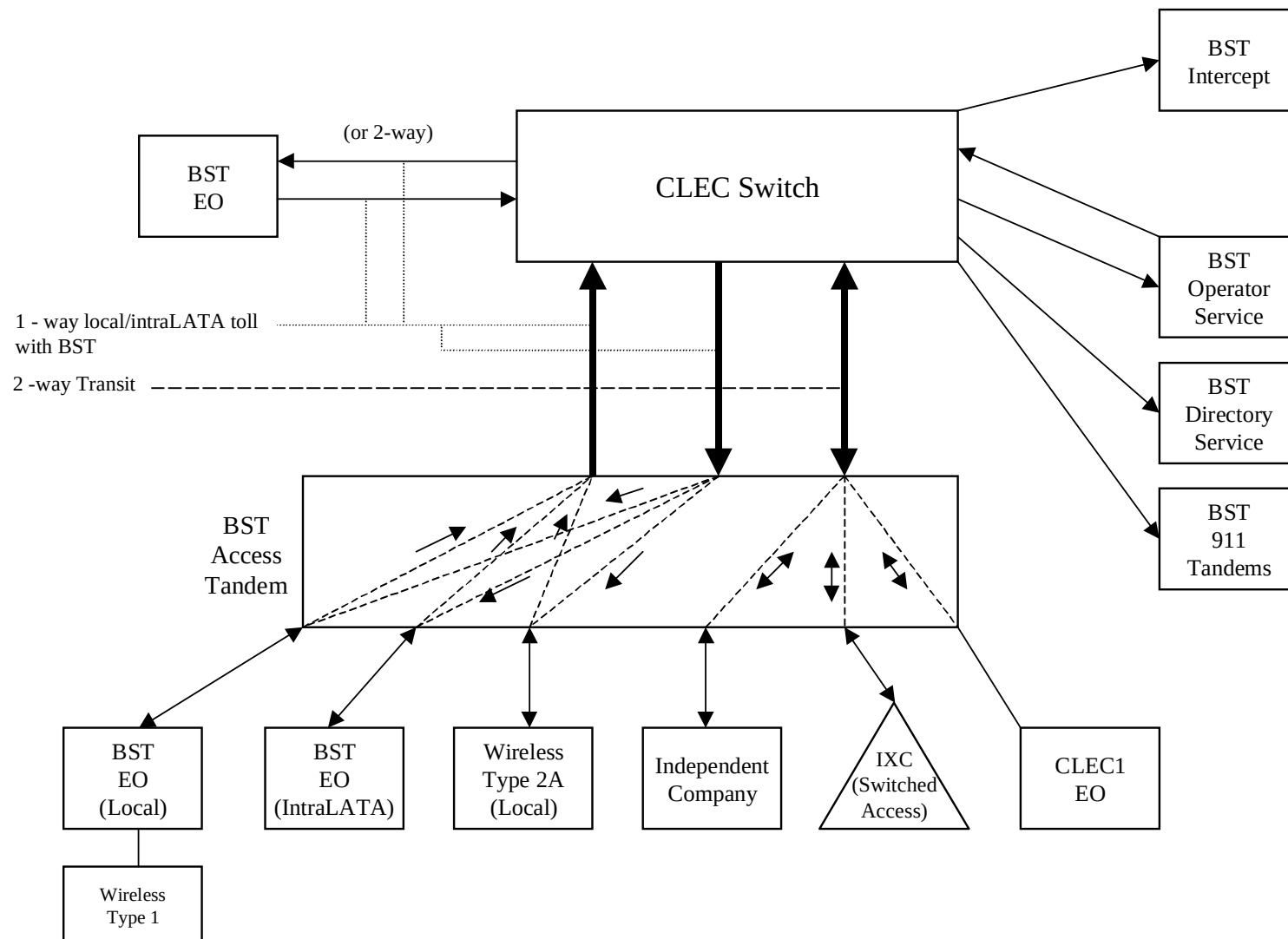


Exhibit D

Two-Way Architecture

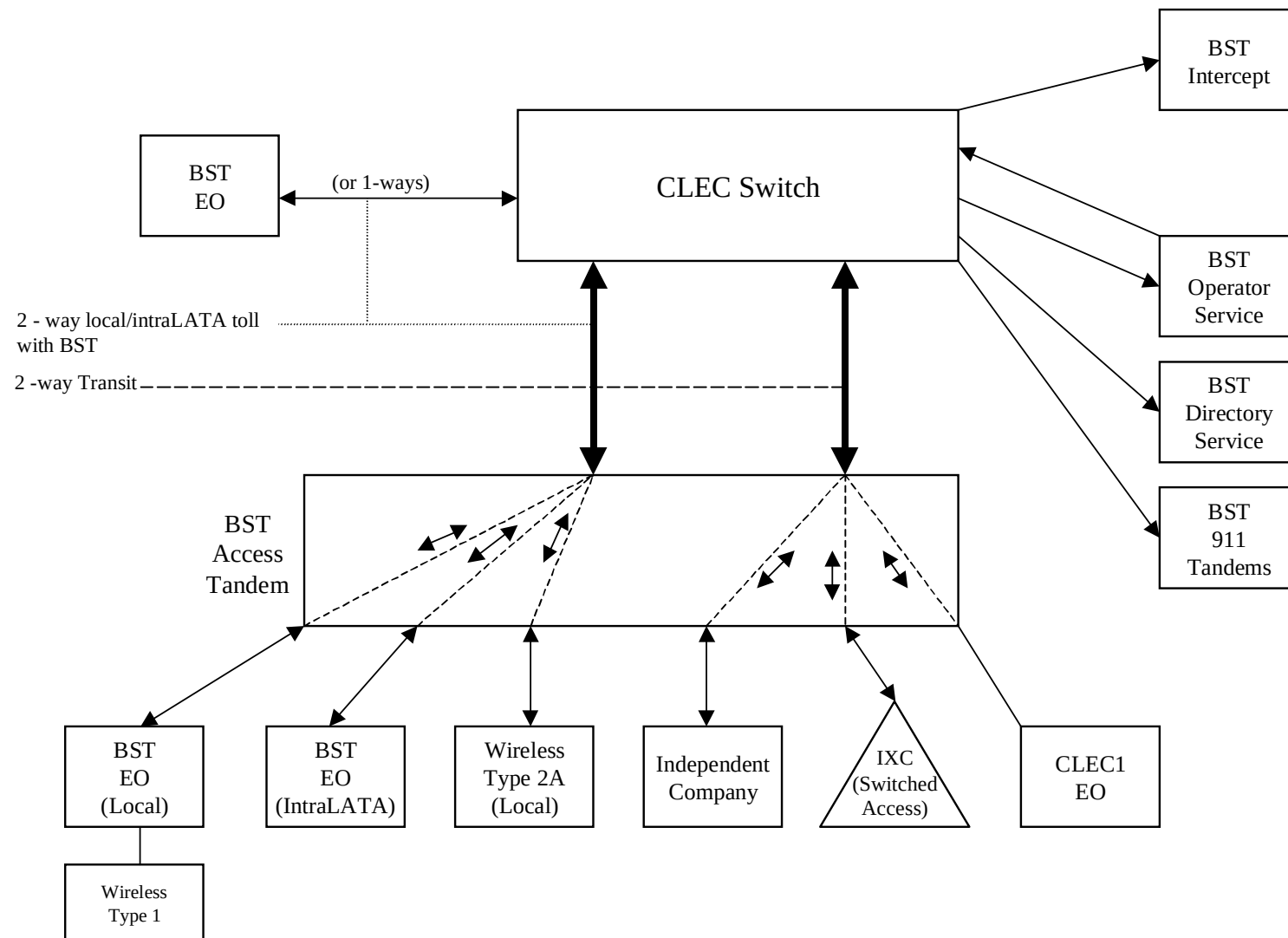
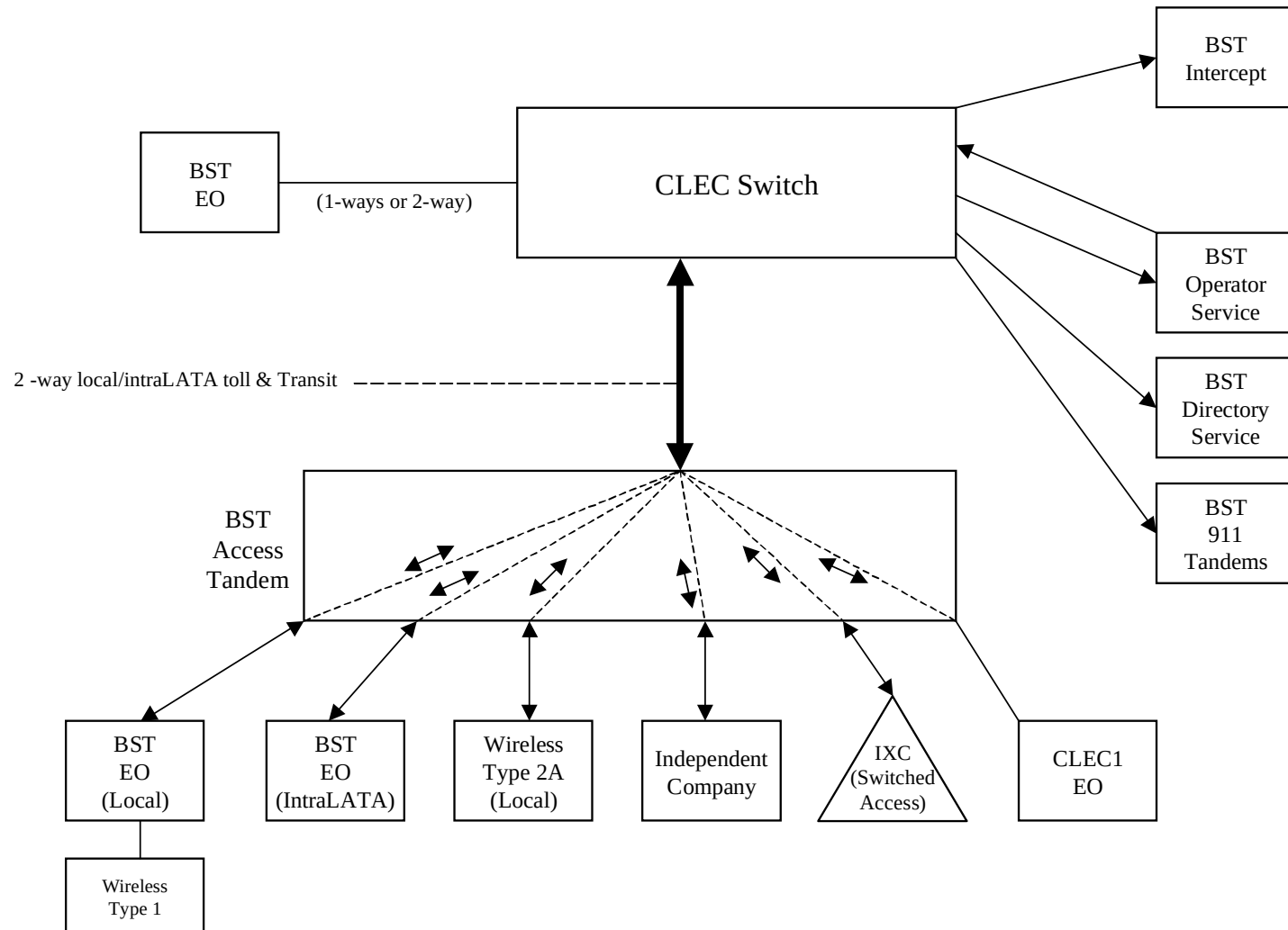


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Louisiana												Attachment: 3		Exhibit: A				
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)			
											First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
		Tandem Switching Function Per MOU						OHD		0.0005507bk								
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0005507								
		Tandem Intermediary Charge, per MOU*						OHD		0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
		Installation Trunk Side Service-per DS0						OHD	TPP6X		21.64	8.15						
		Installation Trunk Side Service-per DS0						OHD	TPP9X		21.64	8.15						
		Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00								
		Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00								
		Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00								
		Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
		Common Transport-Per Mile, Per MOU						OHD		0.0000032bk								
		Common Transport-Facilities Term Per MOU						OHD		0.0003748bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
		Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo						OHM	1L5NF	0.013								
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo						OHM	1L5NF	22.60	39.36	26.62						
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo						OHM	1L5NK	0.013								
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo						OHM	1L5NK	15.61	39.37	26.62						
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo						OHM	1L5NK	0.013								
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo						OHM	1L5NK	15.61	39.37	26.62						
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo						OH1, OH1MS	1L5NL	0.2652								
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo						OH1, OH1MS	1L5NL	70.47	86.69	79.44						
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo						OH3, OH3MS	1L5NM	6.04								
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo						OH3, OH3MS	1L5NM	850.45	270.69	158.05						
LOCAL CHANNEL - DEDICATED TRANSPORT																		
		Local Channel-Dedicated-2W VG per mo						OHM	TEFV2	18.32	187.51	32.21						
		Local Channel-Dedicated-4W VG per mo						OHM	TEFV4	19.41	187.94	32.63						
		Local Channel-Dedicated-DS1 per mo						OH1	TEFHG	39.18	172.34	149.27						
		Local Channel-Dedicated-DS3 Facility Term per mo						OH3	TEFHJ	469.44	438.46	256.30						
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
		Local Channel-Dedicated-DS1 per mo						OH1MS	TEFHG	0.00	0.00							
		Local Channel-Dedicated-DS3 per mo						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																		
		Channelization-DS1 to DS0 Channel System						OH1, OH1MS	SATN1	105.09	88.41	60.76						
		DS3 to DS1 Channel System per mo						OH3, OH3MS	SATNS	201.48	172.99	91.25						
		DS3 Interface Unit (DS1 COCI) per mo						OH1, OH1MS	SATCO	11.78	6.39	4.58						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when LBH is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices (CO) and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to LBH collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow LBH to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by LBH and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 The size specified by LBH may contemplate a request for space sufficient to accommodate LBH's growth within a twenty-four (24) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate LBH's requested space preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase LBH's cost or materially delay LBH's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service LBH wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by LBH and other collocated telecommunications carriers in BellSouth's Premises. LBH will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.4.1 If physical Collocation Space is needed to accommodate another telecommunication carrier's request for physical collocation or BellSouth's own immediate space needs, BellSouth may reclaim from LBH any physical Collocation Space that is not being "efficiently used" or that cannot be proven to be needed within the two (2) year planning period. This term (efficiently used) shall mean that substantially all of the floor space is taken up by LBH's collocated equipment as described in Section 5.1 of this Attachment. In addition, BellSouth may reclaim, for the same reasons as those stated above, any space that is not being used at all to house LBH's equipment and/or facilities for collocation purposes. LBH will have one hundred eighty (180) calendar days from receipt of notice by BellSouth to LBH of the need for such physical Collocation Space to ensure that such space is being used in accordance with the terms and conditions herein and shall be responsible to justify to the Commission, if the Commission requires such justification.
- 1.5 Use of Space. LBH shall use the Collocation Space for the purpose of installing, maintaining and operating LBH's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's UNEs for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to LBH may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. LBH agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or a National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Upon request from LBH and at LBH's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include

the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by LBH.

- 2.1.1 The request from LBH for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG and CLLI code of the BellSouth Premises. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the requests are for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify LBH and inform LBH of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow LBH to collocate LBH's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LBH to have direct access to LBH's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where LBH's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, LBH must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At LBH's expense, LBH will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's, LBH and LBH's BellSouth Certified Supplier must comply with the more stringent local building code requirements. LBH's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall

cooperate with LBH and provide, at LBH's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for LBH's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. LBH's BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by LBH's BellSouth Certified Supplier. LBH must provide the local BellSouth CO Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access LBH's locked enclosure prior to notifying LBH at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for LBH.

- 3.2.1 BellSouth may elect to review LBH's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify LBH of its desire to execute this review in BellSouth's response to the Initial Application, if LBH has indicated its desire to construct its own enclosure. If LBH's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the date the firm order has been received by BellSouth. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of LBH's plans and specifications. Regardless of whether or not BellSouth elects to review LBH's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to LBH's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from LBH. BellSouth shall require LBH to remove or correct within seven (7) calendar days, at LBH's expense, any structure that does not meet LBH's plans and specifications or BellSouth's Specifications, as applicable.

- 3.3 Shared Caged Collocation. LBH may allow other telecommunications carriers to share LBH's caged collocation arrangement, pursuant to the terms and conditions agreed to by LBH (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to LBH. BellSouth shall be notified in writing by LBH upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by LBH that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and LBH. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and LBH.

- 3.3.1 LBH, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment. LBH is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide LBH with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, LBH shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to UNEs. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 LBH shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LBH's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be procured by LBH or constructed by the LBH's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, LBH shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If LBH requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, LBH must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's, LBH and LBH's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. LBH's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LBH's BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by LBH's BellSouth Certified Supplier. LBH must provide the local BellSouth CO Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access LBH's locked enclosure prior to

- notifying LBH at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 LBH must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review LBH's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure LBH's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from LBH for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to LBH's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from LBH. BellSouth shall require LBH to remove or correct within seven (7) calendar days, at LBH's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 LBH shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At LBH's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual case basis (ICB) pricing. LBH's BellSouth Certified Supplier shall be responsible, at LBH's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Direct Connect. BellSouth will permit LBH to directly interconnect between its own virtual/physical Collocation Space within the same CO by utilizing a Direct Connect. LBH shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by LBH. LBH-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, and a NRC charge per cable, of the actual common cable support structure used by LBH to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where LBH's virtual/physical Collocation Space is contiguous in the CO, LBH will have the option of using LBH's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. LBH will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. LBH may not self-provision Direct Connects on any BellSouth distribution frame, POT,

DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). LBH is responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for Direct Connects, LBH must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response to LBH.
- 3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit LBH to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises. Both LBH's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXCs between the two collocated carriers. LBH is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.1 LBH must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by LBH. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. LBH shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The LBH-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by LBH to provision the CCXC to the other collocated telecommunications carrier. In those instances where LBH's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, LBH may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. LBH shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. LBH shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX. LBH is responsible for ensuring the integrity of the signal.
- 3.6.2 To place an order for CCXCs, LBH must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested

other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this NRC fee on the date that it provides an Application Response to LBH.

4. Occupancy

4.1 BellSouth will notify LBH in writing when the Collocation Space is ready for occupancy (Space Ready Date). LBH will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in LBH's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If LBH completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of LBH's acceptance of the Collocation Space (Space Acceptance Date). In the event LBH fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by LBH on the Space Ready Date and billing will commence from that date. If LBH decides to occupy the space prior to the Space Ready Date, the date LBH occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. LBH must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, LBH's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, LBH may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that LBH and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that LBH signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and LBH jointly conduct an inspection, confirming that LBH has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate LBH's right to occupy Collocation Space in the event LBH

fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

- 4.2.1 Upon termination of occupancy, LBH, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the LBH from the Collocation Space. LBH shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of LBH's Guest(s), unless LBH's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the LBH removal date. LBH shall continue the payment of all monthly recurring charges to BellSouth until the date LBH, and if applicable LBH's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If LBH or LBH's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of LBH or LBH's Guest(s), in any manner that BellSouth deems fit, at LBH's expense and with no liability whatsoever for LBH's property or LBH's Guest(s)'s property. Upon termination of LBH's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and LBH shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by LBH, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. LBH's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. LBH shall be responsible for the cost of removing any LBH constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

5. **Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's UNEs in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the

requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LBH's failure to comply with this Section.
- 5.1.3 LBH shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event LBH submits an application for terminations that will exceed the total capacity of the collocated equipment, LBH will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, LBH will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.2 LBH shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.3 LBH shall place a plaque or affix other identification (e.g., stenciling) to LBH's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify LBH's equipment in the case of an emergency.

- 5.4 Entrance Facilities. LBH may elect to place LBH-owned or LBH-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. LBH will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. LBH will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to LBH's equipment in the Collocation Space. In the event LBH utilizes a non-metallic, riser-type entrance facility, a splice will not be required. LBH must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. LBH is responsible for the maintenance of the entrance facilities. At LBH's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.4.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by LBH for dual entrance facilities to its physical Collocation Space, BellSouth shall provide LBH with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to LBH's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to LBH in the Application Response.
- 5.4.2 Shared Use. LBH may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to LBH's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. LBH must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the LBH-provided riser cable to the spare capacity on the entrance facility. If LBH desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from LBH authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on LBH's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between LBH's equipment and/or network and BellSouth's network. Each Party will be

responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). LBH shall be responsible for providing the necessary cabling, and LBH's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. LBH or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.6 LBH's Equipment and Facilities. LBH, or if required by this Attachment, LBH's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by LBH which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. LBH and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to LBH's Collocation Space. BellSouth retains the right to access LBH's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to LBH at least forty-eight (48) hours before access to LBH's Collocation Space is required. LBH may elect to be present whenever BellSouth performs work in the LBH's Collocation Space. The Parties agree that LBH will not bear any of the expense associated with this type of work.
- 5.8 Access. Pursuant to Section 12, LBH shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. LBH agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of LBH or LBH's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by LBH and returned to BellSouth Access Management within fifteen (15) calendar days of LBH's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. LBH agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of LBH's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual

- obligation with LBH ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.
- 5.8.1 BellSouth will permit one (1) accompanied site visit to LBH's designated Collocation Space, after receipt of the BFFO, without charge to LBH. LBH must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date LBH desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, LBH may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event LBH desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit LBH to access the Collocation Space accompanied by a security escort, at LBH's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. LBH must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Devices. LBH shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of LBH's employees, suppliers, agents or Guest(s) to return an Access Device(s), LBH shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, LBH shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LBH violates the provisions of this paragraph, BellSouth shall provide written notice to LBH, which shall direct LBH to cure the violation within forty-eight (48) hours of LBH's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LBH fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to

- property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation including, without limitation, the interruption of electrical power to LBH's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to LBH prior to the taking of such action and BellSouth shall have no liability to LBH for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LBH fails to take curative action within forty-eight (48) hours of LBH's receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LBH or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by LBH is significantly degrading the performance of other advanced services or traditional voice band services, LBH shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by LBH in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by LBH at any time. Any damage caused to the Collocation Space by LBH's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by LBH at its sole expense. If LBH decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and LBH's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill LBH an Administrative Only Application Fee as set forth in Exhibit B. This NRC fee will be billed on the date that BellSouth provides an Application Response to LBH.
- 5.12 Alterations. Under no condition shall LBH or any person acting on behalf of LBH make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or

other alteration shall be paid by LBH, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides LBH with an Application Response.

- 5.13 Janitorial Service. LBH shall be responsible for the general upkeep of its Collocation Space. LBH shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to LBH and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For LBH's or LBH's Guest's(s') initial equipment placement, LBH shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by LBH and will be billed by BellSouth on the date BellSouth provides LBH with an Application Response.
- 6.3 Subsequent Application. In the event LBH or LBH's Guest(s) desires to modify its use of the Collocation Space after a BFFO, LBH shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by LBH in the application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by LBH shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would

be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require LBH to submit the Subsequent Application with an Initial Application Fee. The appropriate NRC application fee will be billed on the date BellSouth provides LBH with an Application Response.

- 6.4 Space Preferences. If LBH has previously requested and received a Space Availability Report for the BellSouth Premises, LBH may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate LBH's preference(s), LBH may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same CO. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides LBH with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify LBH of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by LBH or space that is configured differently, no application fee will apply. If LBH decides to accept the available space, LBH must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When LBH resubmits its application to accept the available space, BellSouth will bill LBH the appropriate application fee.
- 6.5.2 Denial of Application. If BellSouth notifies LBH that no space is available (Denial of Application), BellSouth will not assess an application fee to LBH. After notifying LBH that there is no available space in the requested BellSouth Premises, BellSouth will allow LBH, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of Application.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LBH to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response. In Louisiana, when space has been determined to be available for physical (caged or cageless) arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of LBH, or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge LBH the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support

structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require LBH to submit the application with an Initial Application Fee. The appropriate NRC application fee will be billed on the date BellSouth provides LBH with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 LBH shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LBH's Bona Fide Application or LBH's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of LBH's BFFO. BellSouth will acknowledge the receipt of LBH's BFFO within seven (7) calendar days of receipt, so that LBH will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. **Construction and Provisioning**

7.1 Construction and Provisioning Intervals.

7.1.1 In Louisiana, BellSouth will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

7.1.2 When LBH adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in LBH's operation.

- 7.1.3 In Louisiana, BellSouth will provide the reduced intervals outlined below to LBH, when LBH requests an augment that is identified in Sections 7.1.3.1, 7.1.3.2, 7.1.3.3, 7.1.3.4 and 7.1.3.5 (Augment) after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.3.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.
- 7.1.3.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.3.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.3.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.3.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional physical Collocation Space (caged or cageless).

- 7.1.3.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.3.6 If LBH submits an augment application request that includes two augment items from the same category in either Section 7.1.3.1, 7.1.3.2, or 7.1.3.3 above, the provisioning interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.3.7 If LBH submits an augment application request that includes three augment items from the same category in either Section 7.1.3.1, 7.1.3.2, or 7.1.3.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval).
- 7.1.3.8 If LBH submits an augment application request that includes one augment item from two separate categories in Sections 7.1.3.1, 7.1.3.2 and 7.1.3.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.3.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories, as outlined above, will be placed into the appropriate category as negotiated by LBH and BellSouth. If LBH and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category, identified in Section 7.1.3.4 and Section 7.1.3.5, would apply based on whether the augment request is for LBH's physical or virtual Collocation Space.
- 7.1.3.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to LBH at the time BellSouth provides LBH with the Application Response. LBH will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.3.4 and 7.1.3.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and LBH will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the

equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to LBH during the joint planning meeting.

- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. LBH will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event LBH fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LBH on the Space Ready Date. BellSouth will correct any deviations to LBH's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to LBH prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which LBH has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to LBH prior to the Provisioning Interval for those BellSouth Premises in which LBH has physical Collocation Space with a POT bay provided by LBH or virtual Collocation Space, until LBH provides BellSouth with the following information:
- For physical Collocation Space with a LBH-provided POT bay, LBH shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.
- For virtual Collocation Space, LBH shall provide BellSouth with a complete layout of LBH's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by LBH's BellSouth Certified Supplier.
- 7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from LBH. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.2 BellSouth will bill LBH a NRC charge, as set forth in Exhibit B, each time LBH requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to LBH.

- 7.6 Use of BellSouth Certified Supplier. LBH shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. LBH and LBH's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, LBH must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide LBH with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing LBH's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and LBH upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by LBH's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to LBH or any supplier proposed by LBH and will not unreasonably withhold certification. All work performed by or for LBH shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. LBH shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service LBH's Collocation Space. Upon request, BellSouth will provide LBH with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by LBH. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, LBH may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the BellSouth Premises requested by LBH, such information will be provided to LBH in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to LBH within one hundred eighty (180) calendar days of BellSouth's written denial of LBH's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) LBH was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then LBH may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any NRC charges previously paid for such virtual Collocation Space. LBH must arrange with a BellSouth Certified Supplier for the relocation of equipment from its

- virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill LBH an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to LBH.
- 7.10 Cancellation. If at any time prior to space acceptance, LBH cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable NRC charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if LBH cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill LBH for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.
- 7.11 Licenses. LBH, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth shall assess a NRC application fee via a service order on the date BellSouth responds pursuant to Section 6.10 (Application Response).
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This NRC fee will be billed by BellSouth upon receipt of LBH’s BFFO.
- 8.3 Recurring Charges. If LBH has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that LBH fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing

- for recurring charges will commence on the Space Ready Date. If LBH occupies the space prior to the Space Ready Date, the date LBH occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a NRC charge for Firm Order Processing and monthly recurring charges for CO Modifications assessed per arrangement, per square foot and Common Systems Modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. LBH shall remit payment of the NRC Firm Order Processing fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event LBH opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to LBH as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises, but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, LBH shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, LBH shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event LBH's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, LBH shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for LBH's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon LBH's request within the BellSouth Premises; however, the determination of whether BellSouth will permit the power configuration requested by LBH will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise LBH's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by LBH's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from LBH certifying the completion of the power reduction work, including the removal of the power cabling by LBH's BellSouth Certified Supplier.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by LBH's BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by LBH's BellSouth Certified Supplier. LBH is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to LBH's equipment. The determination of whether LBH's requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by LBH must provide BellSouth with a copy of the engineering power specifications prior to the day on which LBH's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and LBH's Collocation Space. LBH shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within LBH's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. LBH shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.
- 8.6.2 If LBH elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed LBH's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by LBH's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LBH's BellSouth Certified Supplier must also provide a copy of the engineering power Specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At LBH's option, LBH may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Louisiana, LBH has the option to purchase power directly from an electric utility company. Under such an option, LBH is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by LBH. LBH's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If LBH previously had power supplied by BellSouth, LBH may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the

- application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by LBH in provisioning said power will be billed on an ICB basis.
- 8.6.4 If LBH desires to reduce the amount of power that it has requested from BellSouth, LBH must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate NRC application fee on the date BellSouth provides an Application Response to LBH.
- 8.6.5 In Louisiana, if LBH is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB in a specific CO, LBH must submit a Subsequent Application to BellSouth. A response to such application will be provided by BellSouth within seven (7) calendar days and no application fee will apply for the initial power reduction at each BellSouth Premises in which LBH is currently collocated.
- 8.7 Security Escort. A security escort will be required whenever LBH or its approved agent desires access to the entrance manhole or must have access to a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and LBH shall pay for such half-hour charges in the event LBH fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to LBH in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. In Louisiana, the Cable Record charges are assessed on a monthly recurring basis and will be billed upon receipt of LBH's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 LBH shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 LBH shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LBH's real and personal property situated on or within BellSouth's CO location(s).
- 9.2.4 LBH may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to LBH to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by LBH shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all LBH's property has been removed from BellSouth's Premises, whichever period is longer. If LBH fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LBH.
- 9.5 LBH shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LBH shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from LBH's insurance company. LBH shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 LBH must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LBH's net worth exceeds five hundred million dollars (\$500,000,000), LBH may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. LBH shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LBH in the event that self-insurance status is not granted to LBH. If BellSouth approves LBH for self-insurance, LBH shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LBH's corporate officers. The ability to self-insure shall continue so long as the LBH meets all of the requirements of this Section. If LBH subsequently no longer satisfies this Section, LBH is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to LBH to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LBH), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.
- 11. Inspections**
- 11.1 BellSouth may conduct an inspection of LBH's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between LBH's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LBH adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LBH with a minimum of forty-eight (48)

hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, LBH will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LBH employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the LBH employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LBH shall not be required to perform this investigation if an affiliated company of LBH has performed an investigation of the LBH employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LBH has performed a pre-employment statewide investigation of criminal history records of the LBH employee for the states/counties where the LBH employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 LBH will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 LBH shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and LBH's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of LBH not possessing identification issued by LBH or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LBH shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. LBH shall be solely responsible for ensuring that any Guest(s) of LBH is in compliance with all subsections of this Section.
- 12.4 LBH shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. LBH shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any LBH personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LBH chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LBH may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 LBH shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated

for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 LBH shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LBH employee or agent hired by LBH within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, LBH shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, LBH will disclose the nature of the convictions to BellSouth at that time. In the alternative, LBH may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other LBH employees requiring access to a BellSouth Premises pursuant to this Attachment, LBH shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, LBH shall promptly remove from the BellSouth Premises any employee of LBH BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LBH is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview LBH's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to LBH's Security representative of such interview. LBH and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LBH's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill LBH for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that LBH's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill LBH for BellSouth property, which is stolen or damaged where an investigation determines the culpability of LBH's employees, agents, or suppliers and where LBH agrees, in good faith, with the results of such investigation. LBH shall notify BellSouth in writing immediately in the event that LBH discovers one of its employees already working on the BellSouth

- Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. LBH shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LBH's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LBH's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LBH, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LBH may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If LBH's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LBH. Where allowed and where practical, LBH may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, LBH shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for LBH's permitted use, until such Collocation Space is fully repaired and restored and LBH's equipment installed therein (but in no event later than

thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where LBH has placed an Adjacent Arrangement pursuant to Section 3.4, LBH shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and LBH shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 LBH understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LBH agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LBH shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LBH should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LBH to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. LBH will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by LBH when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LBH space with proper notification. BellSouth reserves the right to stop any LBH work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by LBH are owned by LBH. LBH will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by LBH or different hazardous materials used by LBH at a BellSouth Premises. LBH must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by LBH to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LBH will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LBH will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LBH must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LBH shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, LBH agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LBH further agrees to cooperate with BellSouth to ensure that LBH's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LBH, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from LBH's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on "BellSouth Premises" (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Svc Cntr: LA (local area code) 557-6194

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a “BellSouth Premises” which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when LBH is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (Remote Collocation Space) pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to LBH Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow LBH to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by LBH and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 The number of racks/bays specified by LBH may contemplate a request for space sufficient to accommodate LBH's growth within a two-year period.
- 1.3.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies LBH that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon LBH's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for LBH. LBH agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth

- in obtaining such rights for LBH. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for LBH as above, LBH shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with LBH in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. LBH will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. LBH shall use the Remote Collocation Space for the purposes of installing, maintaining and operating LBH's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth UNEs for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. LBH agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Upon request from LBH, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from LBH for a Space Availability Report must be written and must include the CLLI code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff

- FCC No. 4. If LBH is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, LBH may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, LBH should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. LBH should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify LBH and inform LBH of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide LBH with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular CO; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a LBH request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by LBH, up to a maximum of thirty (30) wire centers per LBH request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) LBH agrees to pay the costs incurred by BellSouth in providing the information.
3. **Collocation Options**
- 3.1 Cageless. BellSouth shall allow LBH to collocate LBH's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LBH to have direct access to LBH's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where LBH's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, LBH must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for

compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

- 3.2 Caged. At LBH's expense, LBH may arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. LBH's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with LBH and provide, at LBH's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for LBH's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. LBH's BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LBH's BellSouth Certified Supplier. LBH must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access LBH's locked enclosure prior to notifying LBH at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for LBH.
- 3.2.1 BellSouth may elect to review LBH's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to LBH indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if LBH has indicated their desire to construct their own enclosure. If LBH's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review LBH's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require LBH to remove or correct within seven (7) calendar days at LBH's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.3 Shared Collocation. LBH may allow other telecommunications carriers to share LBH's Remote Collocation Space pursuant to terms and conditions agreed to by LBH (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. LBH shall notify BellSouth in writing upon execution of any

- agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by LBH that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and LBH.
- 3.3.1 LBH, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide LBH with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In addition to the foregoing, LBH shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 LBH shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LBH's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements (Remote Site Adjacent Arrangement) on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by LBH and in conformance with BellSouth's design and construction Specifications. Further, LBH shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should LBH elect Adjacent Collocation, LBH must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure

- specifications more stringent than BellSouth's, LBH and LBH's BellSouth Certified Supplier must comply with local building code requirements. LBH's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LBH's BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LBH's BellSouth Certified Supplier. LBH must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access LBH's locked enclosure prior to notifying LBH at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 LBH must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review LBH's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require LBH to remove or correct within seven (7) calendar days at LBH's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.4.3 LBH shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At LBH's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. LBH's BellSouth Certified Supplier shall be responsible, at LBH's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit LBH to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both LBH's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and

- conditions for CCXC language. At no point in time shall LBH use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 LBH must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by LBH. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where LBH's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, LBH will have the option of using LBH's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. LBH shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. LBH shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). LBH is responsible for ensuring the integrity of the signal.
- 3.5.2 LBH shall be responsible for providing a letter of authorization (LOA) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. LBH-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, LBH will have the option of using LBH's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, LBH must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
4. **Occupancy**
- 4.1 BellSouth will notify LBH in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). LBH will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations to LBH's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If LBH has met the fifteen (15) calendar day interval(s), billing will begin upon the date of LBH's acceptance of the Collocation

Space (Space Acceptance Date). In the event that LBH fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by LBH on the Space Ready Date and billing will commence from that date. If LBH decides to occupy the space prior to the Space Ready Date, the date LBH occupies the space becomes the new Space Acceptance Date and billing begins from that date. LBH must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, LBH's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, LBH may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date LBH and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that LBH signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and LBH jointly conduct an inspection which confirms that LBH has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate LBH's right to occupy the Remote Collocation Space in the event LBH fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, LBH at its expense shall remove its equipment and other property from the Remote Collocation Space. LBH shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Application Date (Termination Date) to complete such removal, including the removal of all equipment and facilities of LBH's Guest(s), unless LBH's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. LBH shall continue payment of monthly fees to BellSouth until such date as LBH, and if applicable LBH's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should LBH or LBH's Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of LBH or LBH's Guest(s), in any manner that BellSouth deems fit, at LBH's expense and with no liability whatsoever for LBH's or LBH's Guest(s)'s property. Upon termination of LBH's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and LBH shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the LBH except for ordinary wear and tear unless otherwise agreed to by

the Parties. For CEVs and huts LBH's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. LBH shall be responsible for the cost of removing any LBH constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LBH's failure to comply with this Section.

5.1.2.1 All LBH equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

- 5.1.3 LBH shall identify to BellSouth whenever LBH submits a Method of Procedure (MOP) adding equipment to LBH's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in LBH's Remote Collocation Space. LBH shall submit a copy of the list of any lien holders or other entities that have a financial interest to LBH's ATCC Representative.
- 5.2 LBH shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 LBH shall place a plaque or other identification affixed to LBH's equipment to identify LBH's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. LBH may elect to place LBH-owned or LBH-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. LBH will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. LBH must contact BellSouth for instructions prior to placing the entrance facility cable. LBH is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. LBH may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to LBH's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. LBH must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the LBH provided riser cable to the spare capacity on the entrance facility. If LBH desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from LBH for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on LBH's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between LBH's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. LBH or its agent must perform all required maintenance to LBH equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 LBH's Equipment and Facilities. LBH, or if required by this Attachment, LBH's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of

the equipment and facilities used by LBH which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. LBH and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to LBH at least forty-eight (48) hours before access to the Remote Collocation Space is required. LBH may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that LBH will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, LBH shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. LBH agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of LBH or LBH's Guests to be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by LBH and returned to BellSouth Access Management within fifteen (15) calendar days of LBH's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. LBH agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of LBH's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with LBH or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to LBH's designated collocation arrangement location after receipt of the BFFO without charge to LBH. LBH must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date LBH desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, LBH may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event LBH desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit LBH to access the Remote Collocation Space accompanied by a security escort at LBH's expense.

- LBH must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. LBH shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), LBH shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, LBH shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LBH violates the provisions of this paragraph, BellSouth shall give written notice to LBH, which notice shall direct LBH to cure the violation within forty-eight (48) hours of LBH's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LBH fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to LBH's equipment. BellSouth will endeavor, but is not required, to provide notice to LBH prior to taking such action and shall have no liability to LBH for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LBH fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LBH or, if subsequently necessary, the

Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, LBH shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by LBH in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by LBH at any time. Any damage caused to the Remote Collocation Space by LBH's employees, agents or representatives shall be promptly repaired by LBH at its expense.
- 5.11.1 If LBH decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill LBH an Administrative Only Application Fee as set forth in Exhibit B for these changes. This NRC fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall LBH or any person acting on behalf of LBH make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by LBH. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the NRC fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. LBH shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. LBH shall be responsible for removing any LBH debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to LBH and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

- 6.2 Remote Site Application. When LBH or LBH's Guest(s) desires to install a bay/rack in a Remote Site Location, LBH shall submit to BellSouth a Physical Expanded Interconnection Application Document (Application). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.
- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit LBH to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify LBH of the amount that is available.
- 6.4 Space Availability Notification. BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify LBH of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by LBH or differently configured no application fee shall apply. If LBH decides to accept the available space, LBH must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies LBH that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying LBH that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow LBH, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LBH to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response. In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of LBH or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge LBH a full application fee as set forth in Exhibit B. BellSouth will bill the NRC fee on the date that BellSouth provides an Application Response.
- 6.11 Bona Fide Firm Order.

- 6.11.1 LBH shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LBH's Bona Fide application or the application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of LBH's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. **Construction and Provisioning**

- 7.1 Construction and Provisioning Intervals. In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide LBH with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and LBH will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to LBH during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. LBH will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying LBH that the Remote Collocation Space is ready for occupancy. In the event that LBH fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by LBH on the Space Ready Date. BellSouth will correct any deviations to LBH's original or jointly amended requirements within seven

- (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. LBH shall select a supplier which has been approved by BellSouth to perform all engineering and installation work LBH and LBH's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, LBH must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide LBH with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing LBH's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and LBH upon successful completion of installation. The BellSouth Certified Supplier shall bill LBH directly for all work performed for LBH pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to LBH or any supplier proposed by LBH and will not unreasonably withhold certification. All work performed by or for LBH shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. LBH shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service LBH's Remote Collocation Space. Upon request, BellSouth will provide LBH with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by LBH. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, LBH may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by LBH, such information will be provided to LBH in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to LBH within one hundred eighty (180) calendar days of BellSouth's written denial of LBH's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) LBH was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then

LBH may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any NRC charges previously paid for such virtual Remote Collocation Space. LBH must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill LBH an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.10 Cancellation. If, at any time prior to space acceptance, LBH cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable NRC rate for any and all work processes for which work has begun.
- 7.11 Licenses. LBH, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If LBH has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that LBH fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If LBH occupies the space prior to the Space Ready Date, the date LBH occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power LBH's equipment. LBH shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for LBH's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at LBH's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for LBH's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by LBH's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from LBH certifying the completion of the power reduction, including the removal of the power cabling by LBH's BellSouth Certified Supplier.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by LBH's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LBH's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At LBH's option, LBH may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever LBH or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and LBH shall pay for such half-hour charges in the event LBH fails to show up.

8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 LBH shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 LBH shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LBH's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 LBH may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to LBH to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by LBH shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of LBH's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If LBH fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LBH.

9.5 LBH shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any

work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LBH shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from LBH's insurance company. LBH shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 LBH must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LBH's net worth exceeds five hundred million dollars (\$500,000,000), LBH may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. LBH shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LBH in the event that self-insurance status is not granted to LBH. If BellSouth approves LBH for self-insurance, LBH shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LBH's corporate officers. The ability to self-insure shall continue so long as LBH meets all of the requirements of this Section. If LBH subsequently no longer satisfies this Section, LBH is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to LBH to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LBH), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such

lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of LBH's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between LBH's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LBH adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LBH with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, LBH will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LBH employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the LBH employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LBH shall not be required to perform this investigation if an affiliated company of LBH has performed an investigation of the LBH employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LBH has performed a pre-employment statewide investigation of criminal history records of the LBH employee for the states/counties where the LBH employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 LBH will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 LBH shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and LBH's name. BellSouth reserves the right to remove from its Remote Site Location any employee of LBH not possessing identification issued by LBH or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LBH shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. LBH shall be solely responsible for ensuring that any Guest(s) of LBH is in compliance with all subsections of this Section.

- 12.4 LBH shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. LBH shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any LBH personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LBH chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LBH may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 LBH shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 LBH shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LBH employee or agent hired by LBH within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, LBH shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, LBH will disclose the nature of the convictions to BellSouth at that time. In the alternative, LBH may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other LBH employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, LBH shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, LBH shall promptly remove from BellSouth's Remote Site Location any employee of LBH BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LBH is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Security Violations. BellSouth reserves the right to interview LBH's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to LBH's Security representative of such interview. LBH and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LBH's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill LBH for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that LBH's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill LBH for BellSouth property, which is stolen or damaged where an investigation determines the culpability of LBH's employees, agents, or suppliers and where LBH agrees, in good faith, with the results of such investigation. LBH shall notify BellSouth in writing immediately in the event that the LBH discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. LBH shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LBH's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and

from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LBH's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LBH, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LBH may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If LBH's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LBH. Where allowed and where practical, LBH may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, LBH shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for LBH's permitted use, until such Remote Collocation Space is fully repaired and restored and LBH's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where LBH has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, LBH shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and LBH shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 LBH understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LBH agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LBH shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LBH should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LBH to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. LBH will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by LBH when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LBH space with proper notification. BellSouth reserves the right to stop any LBH work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by LBH are owned by LBH. LBH will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by LBH or different hazardous materials used by LBH at the BellSouth Remote Site Location. LBH must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by LBH to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LBH will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LBH will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LBH must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LBH shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, LBH agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LBH further agrees to cooperate with BellSouth to ensure that LBH's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LBH, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from LBH's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	- Std T&C 450 - Fact Sheet Series 17000 - Std T&C 660-3 - Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	- Fact Sheet Series 1700 - Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	- Std T&C 450 - Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) - Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	- Std T&C 450 - Fact Sheet Series 17000 - Std T&C 660-3 - Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	- Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	–Procurement Manager (CRES Related Matters)-BST Supply Chain Services - Fact Sheet Series 17000 - GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	- Std T&C 450 - Fact Sheet 14050 - BSP 620-145-011PR Issue A, August 1996 - Std T&C 660-3 - Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Svc Center: LA (local area code) 557-6194

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Louisiana													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Inter im	Zone	BCS	USOC	RATES (\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitted Manually per LSR	Increment al Charge - Manual Svc Order vs. Electronic- 1st	Increment al Charge - Manual Svc Order vs. Electronic- Add'l	Increment al Charge - Manual Svc Order vs. Electronic- Disc 1st	Incrementa l Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		NRC Disconnect			OSS Rates (\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0318	11.94	11.46							
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53							
PHYSICAL COLLOCATION																
		Physical Collocation-Initial Application Fee			CLO	PE1BA		1,837.24								
		Physical Collocation-Subsequent Application Fee			CLO	PE1CA		1,533.41								
		Physical Collocation-Administrative Only-Application Fee			CLO	PE1BL		741.97								
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		583.33								
		Physical Collocation-Space Preparation-C.O. Modification per sq ft			CLO	PE1SK	2.31									
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft			CLO	PE1SL	2.70									
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60									
		Physical Collocation-Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54								
		Physical Collocation-Floor Space, per sq feet			CLO	PE1PJ	5.30									
		Physical Collocation-Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31									
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.32									
		Physical Collocation-Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76								
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45									
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92									
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37									
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80									
		Physical Collocation-2W cross-connect, loop, provisioning			UEANL,UEQ,UNLDX,U NCNX,UEA,UCL,UAL,U HL,UDC,UDN,UNCVX	PE1P2	0.0318	11.94	11.46							
		Physical Collocation-4W cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNC DX,UCL,UDL	PE1P4	0.0636	12.04	11.53							
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S,UXTD 1,ULDD1,USLEL,UNLD 1,UEPEX,UEPDX,USL, ULC,U1TD1,UNC1X	PE1P1	1.04	21.39	15.47							
		Physical Collocation-DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UX TS1,UNC3X,UNCSX,U LDD3,U1TS1,ULDS1,U NLD3	PE1P3	13.21	20.28	14.76							
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,UL D48,U1TO3,U1T12,U1T 48,UDLO3,UDL12,UDF	PE1F2	2.62	20.28	14.76							
		Physical Collocation-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48,U DLO3,UDL12,UDF	PE1F4	4.65	24.81	19.29							
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft			CLO	PE1BW	184.50									
		Physical Collocation-Space enclosure, welded wire, each additional 50 sq ft			CLO	PE1CW	18.10									

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B					
CATEGORY		RATE ELEMENTS	Inter im	Zo ne	BCS	USOC				Svc Order Submitt ed Elec per LSR	Svc Order Submitted Manually per LSR	Increment al Charge Manual Svc Order vs. Electronic- 1st	Increment al Charge Manual Svc Order vs. Electronic- Add'l	Increment al Charge Manual Svc Order vs. Electronic- Disc 1st	Incrementa l Charge - Manual Svc Order vs. Electronic- Disc Add'l						
												Rec	Nonrecurring		NRC Disconnec		OSS Rates (\$)				
												First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Access System-Security System per CO, per Sq.			CLO	PE1AY	0.0224														
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50													
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74													
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64													
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.01													
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01													
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		1,044.07													
		Physical Collocation-CFA Information Resend Request, per premises, per			CLO	PE1C9		77.43													
		Recurring Collocation Cable Records-per request			CLO	PE1CU	10.97														
		Recurring Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CE	5.29														
		Recurring Collocation Cable Records-VG/DS0 Cable, per each 100 pr			CLO	PE1CT	0.08														
		Recurring Collocation Cable Records-DS1, per T1TIE			CLO	PE1C2	0.04														
		Recurring Collocation Cable Records-DS3, per T3TIE			CLO	PE1C4	0.13														
		Recurring Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37														
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42												
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45												
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49												
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit			CLO	PE1BV		33.00													
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00													
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00													
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00													
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit			CLO	PE1BR		23.00													
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00													
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00													
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00													
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable prs or fraction thereof			CLO	PE1B7		592.00													
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect-Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001														
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015														
		Physical Collocation-Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30													
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,358.81	42.653												
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.074													
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault			CLO	PE1EC		1,163.609	42.653												
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.23													
		Physical Collocation-Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22											
		Physical Collocation-Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22											
		Physical Collocation-Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22											
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.79													

COLLOCATION - Louisiana														Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-4W Cross Connects (loop)				UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0591	12.04	11.53							
		Virtual Collocation-2-Fiber Cross Connects				UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.65	20.29	14.76							
		Virtual Collocation-4-Fiber Cross Connects				UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.31	24.81	19.29							
		Virtual collocation-Special Access & UNE, cross-connect per DS1				USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	1.04	21.39	15.47							
		Virtual collocation-Special Access & UNE, cross-connect per DS3				USL,ULC,ULR,UXTD1,UXTD3,UNC3X,UNC1X,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	13.21	20.28	14.76							
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft				AMTFS	VE1CB	0.0024									
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft				AMTFS	VE1CD	0.0036									
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable				AMTFS	VE1CC		534.79								
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable				AMTFS	VE1CE		534.79								
		Virtual Collocation Cable Records-per request				AMTFS	VE1BA	10.97									
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record				AMTFS	VE1BB	5.29									
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr				AMTFS	VE1BC	0.08									
		Virtual Collocation Cable Records-DS1, per T1TIE				AMTFS	VE1BD	0.04									
		Virtual Collocation Cable Records-DS3, per T3TIE				AMTFS	VE1BE	0.13									
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records				AMTFS	VE1BF	1.37									
		Virtual collocation-Security Escort-Basic, per half hour				AMTFS	SPTBX		16.44	10.42							
		Virtual collocation-Security Escort-Overtime, per half hour				AMTFS	SPTOX		21.41	13.45							
		Virtual collocation-Security Escort-Premium, per half hour				AMTFS	SPTPX		26.38	16.49							
		Virtual collocation-Maintenance in CO-Basic, per half hour				AMTFS	CTRLX		27.12	10.42							
		Virtual collocation-Maintenance in CO-Overtime, per half hour				AMTFS	SPTOM		35.42	13.45							
		Virtual collocation-Maintenance in CO-Premium per half hour				AMTFS	SPTPM		43.72	16.49							
		Virtual Collocation-Request Resend of CFA Information, per CLLI				AMTFS	VE1QR		77.43								
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res				UEPSR	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus				UEPSP	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res				UEPSE	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus				UEPSB	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN				UEPSX	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN				UEPTX	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1				UEPEX	VE1R4	0.0591	12.04	11.53							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

Attachment 5

Access to Numbers and Number Portability

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2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)	3
3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES.....	4

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where LBH is utilizing its own switch, LBH shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, LBH will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to LBH, BellSouth will provide LBH with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. LBH acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. LBH acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that LBH return unused intermediate numbers to BellSouth. LBH shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow LBH to designate up to 100 intermediate telephone numbers per rate center for LBH's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. LBH acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.
- 2.2 End User Line Charge. Where LBH subscribes to BellSouth's local switching, BellSouth shall bill and LBH shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and LBH will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and LBH.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.7 BellSouth and LBH will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 BellSouth shall provide to LBH nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that LBH can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide LBH with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of LBH and other CLECs in the aggregate.
- 1.2 BellSouth shall provision services during its regular working hours. To the extent LBH requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of LBH, BellSouth will not assess LBH additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide LBH nondiscriminatory access to its OSS and the necessary information contained therein in order that LBH can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of LBH to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for LBH's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.
- 2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that LBH can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces

whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and LBH will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. LBH shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. LBH shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, LBH shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. LBH will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit LBH's access to customer record information. If a BellSouth audit of LBH's access to customer record information reveals that LBH is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to LBH may take corrective action, including but not limited to suspending or terminating LBH's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. BellSouth will make available to LBH electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and LBH will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to LBH electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and LBH will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and LBH agree to adhere to BellSouth's Operational Understanding, as

amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

- 2.1.5 Billing. BellSouth will provide LBH nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.2 Change Management. BellSouth and LBH agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and LBH agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The CCP will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to LBH at BellSouth's interconnection website.
- 2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.
- 3. MISCELLANEOUS**
- 3.1 Pending Orders. Orders placed in the hold or pending status by LBH will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, LBH shall be required to submit a new service request. Incorrect or invalid requests returned to LBH for correction or clarification will be held for thirty (30) calendar days. If LBH does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 3.2 Single Point of Contact. LBH will be the single point of contact with BellSouth for ordering activity for network elements and other services used by LBH to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. LBH and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by LBH to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify LBH that such a request has been processed but will not be required to notify LBH in advance of such processing.

- 3.2.1 Neither BellSouth nor LBH shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.
- 3.2.3 LBH shall return a FOC to BellSouth within thirty-six (36) hours after LBH's receipt from BellSouth of a valid LSR.
- 3.2.4 LBH shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of LBH elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to LBH by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify LBH that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an IXC (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.5.1 When LBH's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to LBH, which has the billing relationship with that End User, and LBH may pass such charge to the End User.
- 3.6 Cancellation Charges. If LBH cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if LBH places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of

BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where LBH places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, LBH may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should LBH elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by LBH, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to LBH under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from LBH, LBH shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with IXC access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of LBH's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill LBH in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill LBH, and LBH will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for LBH as a result of the execution of this Agreement.
 - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, LBH will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by NECA, Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, LBH may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from LBH.
- 1.2.1 OCN. If LBH needs to change its OCN(s) under which it operates when LBH has already been conducting business utilizing those OCN(s), LBH shall bear all costs incurred by BellSouth to convert LBH to the new OCN(s). OCN conversion charges include all time required to make system updates to all of LBH's End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of LBH. LBH shall make payment to BellSouth for all services billed. Payments made by LBH to BellSouth as payment on account will be credited to LBH's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between LBH and LBH's customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to LBH will not include those taxes or fees from which LBH is exempt. LBH will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of LBH.

- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the PLST or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, LBH may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.
- 1.7 Discontinuing Service to LBH. The procedures for discontinuing service to LBH are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by LBH of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to LBH that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by LBH to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to LBH if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on LBH's account will effect a discontinuance of service to LBH's End Users. BellSouth will reestablish service for LBH upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. LBH is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after LBH's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, LBH's service will be disconnected.
- 1.8 Deposit Policy. LBH shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the

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

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from LBH, shall be forwarded to the individual and/or address provided by LBH in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by LBH as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from LBH to BellSouth's billing organization, the notice of discontinuance of services purchased by LBH under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

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

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. LBH shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST for services purchased from the PLST for purposes of resale, Section B2 of the PLST; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

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

- 3.2 LBH shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to LBH on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 LBH must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, LBH must request that BellSouth establish a unique hosted RAO code for LBH. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from LBH that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. LBH shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from LBH.
- 3.7 All data received from LBH that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from LBH that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by LBH and will forward them to LBH on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and LBH will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and LBH for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, LBH will be responsible for ordering the circuit and coordinating the installation with BellSouth. LBH is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to LBH. Additionally, all message toll charges associated with the use of the dial circuit by LBH will be the responsibility of LBH. Associated equipment

on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the LBH end for the purpose of data transmission will be the responsibility of LBH.

- 3.10.2 If LBH utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of LBH.
- 3.11 All messages and related data exchanged between BellSouth and LBH will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 LBH will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for LBH to send data to BellSouth more than sixty (60) days past the message date(s), LBH will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or LBH, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from LBH, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify LBH of the error. LBH will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, LBH will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide LBH with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.

- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by LBH as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between LBH and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by LBH and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by LBH, is covered by CATS. Also covered is traffic that either is originated by or billed by LBH, involves a company other than LBH, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once LBH is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of LBH. BellSouth will distribute copies of these reports to LBH on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of LBH. BellSouth will distribute copies of these reports to LBH on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by LBH from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of LBH. BellSouth will remit the revenue billed by LBH to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on LBH. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to LBH via a monthly CABS miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by LBH within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of LBH. BellSouth will remit the revenue billed by LBH within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to LBH via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and LBH agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from LBH, BellSouth will provide the Optional Daily Usage File (ODUF) service to LBH pursuant to the terms and conditions set forth in this section.
- 4.2 LBH shall furnish all relevant information required by BellSouth for the provision of ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a LBH customer.
- 4.4 Charges for ODUF will appear on LBH's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. LBH will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of LBH will be the responsibility of LBH. If, however, LBH should encounter significant volumes of errored messages that prevent processing by LBH within its systems, BellSouth will work with LBH to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to LBH:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages
 - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 4.7.1.1.10 Credit/Cancel Records
 - 4.7.1.1.11 Usage for Voice Mail Message Service
 - 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with

BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LBH.

4.7.1.4 In the event that LBH detects a duplicate on ODUF they receive from BellSouth, LBH will drop the duplicate message and will not return the duplicate to BellSouth.

4.7.2 ODUF Physical File Characteristics

4.7.2.1 ODUF will be distributed to LBH via CONNECT:Direct, Secure FTP or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and LBH for the purpose of data transmission as set forth in Section 3.10.1 above.

4.7.2.3 If LBH utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of LBH.

4.7.3 ODUF Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LBH which BellSouth RAO that is sending the message. BellSouth and LBH will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by LBH and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection. LBH will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. LBH will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to LBH by BellSouth.

- 4.7.5 ODUF Control Data. LBH will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate LBH's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by LBH for reasons stated in the above section.
- 4.7.6 ODUF Testing. Upon request from LBH, BellSouth shall send ODUF test files to LBH. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that LBH set up a production (live) file. The live test may consist of LBH's employees making test calls for the types of services LBH requests on ODUF. These test calls are logged by LBH, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

- 5.1 Upon written request from LBH, BellSouth will provide the Access Daily Usage File (ADUF) service to LBH pursuant to the terms and conditions set forth in this section.
- 5.2 LBH shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that LBH has purchased from BellSouth
- 5.4 Charges for ADUF will appear on LBH's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. LBH will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of LBH will be the responsibility of LBH. If, however, LBH should encounter significant volumes of errored messages that prevent processing by LBH within its systems, BellSouth will work with LBH to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages To Be Transmitted
- 5.6.1 The following messages recorded by BellSouth will be transmitted to LBH:
- 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to LBH.
- 5.6.3 In the event that LBH detects a duplicate on ADUF they receive from BellSouth, LBH will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
- 5.6.4.1 ADUF will be distributed to LBH via CONNECT:Direct, Secure FTP or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and LBH for the purpose of data transmission as set forth in Section 3.10.1 above.
- 5.6.4.3 If LBH utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of LBH.
- 5.6.5 ADUF Packing Specifications
- 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LBH which BellSouth RAO is sending the message. BellSouth and LBH will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by LBH and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection. LBH will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. LBH will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to LBH by BellSouth.
- 5.6.7 ADUF Control Data. LBH will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate LBH's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be

populated using standard ATIS EMI error codes for packs that were rejected by LBH for reasons stated in the above section.

- 5.6.8 ADUF Testing. Upon request from LBH, BellSouth shall send a test file of generic data to LBH via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE

- 6.1 Upon written request from LBH, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to LBH pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 6.2 LBH shall furnish all relevant information required by BellSouth for the provision of EODUF.
- 6.3 EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 6.4 Charges for delivery of EODUF will appear on LBH's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. LBH will be billed at the EODUF rates that are in effect at the end of the previous month.
- 6.5 All messages will be in the standard ATIS EMI record format.
- 6.6 Messages that error in the billing system of LBH will be the responsibility of LBH. If, however, LBH should encounter significant volumes of errored messages that prevent processing by LBH within its systems, BellSouth will work with LBH to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
- 6.7.1 Usage To Be Transmitted
- 6.7.1.1 The following messages recorded by BellSouth will be transmitted to LBH:
- 6.7.1.1.1 Customer usage data for flat rated local call originating from LBH's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
- 6.7.1.1.2 Date of Call
- 6.7.1.1.3 From Number
- 6.7.1.1.4 To Number
- 6.7.1.1.5 Connect Time
- 6.7.1.1.6 Conversation Time
- 6.7.1.1.7 Method of Recording
- 6.7.1.1.8 From RAO

- 6.7.1.1.9 Rate Class
- 6.7.1.1.10 Message Type
- 6.7.1.1.11 Billing Indicators
- 6.7.1.1.12 Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LBH.
- 6.7.1.3 In the event that LBH detects a duplicate on EODUF they receive from BellSouth, LBH will drop the duplicate message (LBH will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to LBH over their existing ODUF feed. EODUF messages will be intermingled among LBH's ODUF messages. EODUF will be a variable block format (2476) with an LRECL of 2472. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and LBH for the purpose of data transmission. Where a dedicated line is required, LBH will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. LBH will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to LBH. Additionally, all message toll charges associated with the use of the dial circuit by LBH will be the responsibility of LBH. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on LBH's end for the purpose of data transmission will be the responsibility of LBH.
- 6.7.3 Packing Specifications
 - 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LBH which BellSouth RAO is sending the message. BellSouth and LBH will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by LBH and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Louisiana											Attachment: 7		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)			
											First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF: Message Processing, per message									0.007983								
	ADUF: Data Transmission (CONNECT:DIRECT), per message									0.00012681								
	OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message									0.0000117								
	ODUF: Message Processing, per message									0.004641								
	ODUF: Message Processing, per Magnetic Tape provisioned									48.45								
	ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010568								
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message									0.004								
	CMDS: Data Transmission (CONNECT:DIRECT), per message									0.001								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

Attachment 10
BellSouth Disaster Recovery Plan



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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return

control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;

- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

- 1.0 The Parties agree that LBH is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). LBH also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.
- 2.0 **BONA FIDE REQUEST**
- 2.1 A Bona Fide Request (BFR) is to be used when LBH makes a request of BellSouth to provide a new or modified UNE, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.
- 2.2 A BFR shall be submitted in writing by LBH and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include LBH's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to LBH's designated BellSouth Sales contact.
- 2.3 If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify LBH within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. LBH shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to LBH by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR,

BellSouth shall respond to LBH by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

- 2.4 LBH may cancel a BFR at any time. If LBH cancels the request more than ten (10) business days after submitting the BFR request, LBH shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.
- 2.5 LBH will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If LBH fails to respond within this 30-day period, the BFR will be deemed cancelled.
 - 2.5.1 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of LBH's acceptance of the preliminary analysis.
 - 2.5.2 LBH shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 2.6 Unless LBH agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.
- 2.7 If LBH believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to UNEs and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 **NEW BUSINESS REQUEST**

3.1 A New Business Request (NBR) is to be used by LBH to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by LBH and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to LBH's designated BellSouth Sales contact.

3.3 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth shall notify LBH that a fee will be required prior to the evaluation of the NBR. LBH shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will use reasonable efforts to respond to LBH within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

- 3.4 LBH may cancel an NBR at any time. If LBH cancels the request more than ten (10) business days after submitting it, LBH shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 3.3 above.
- 3.5 LBH will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If LBH fails to respond within this 30-day period, the NBR will be deemed cancelled.
- 3.6 If LBH accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of LBH's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.
- 3.7 LBH shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.

**Amendment to the Agreement
Between
LBH, LLC
and
BellSouth Telecommunications, Inc.
Dated August 28, 2004**

Pursuant to this Amendment, (the "Amendment"), LBH, LLC ("LBH"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 28, 2004 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and LBH entered into the Agreement on August 28, 2004, and;

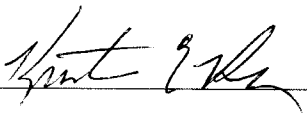
WHEREAS, BellSouth and LBH are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

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

1. The Parties agree to delete Section 13 of the General Terms and Conditions and replace it with the following:
 13. Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to LBH any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.
2. All of the other provisions of the Agreement dated August 28, 2004 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

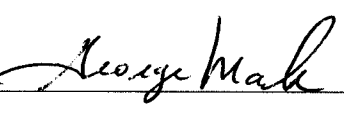
By: 

Name: Kristen Rowe

Title: Director

Date: 10/1/04

LBH, LLC

By: 

Name: George Mack

Title: Manager

Date: 9/21/2004

**Amendment to the Agreement
Between
LBH, LLC
and
BellSouth Telecommunications, Inc.
Dated August 28, 2004**

Pursuant to this Amendment, (the "Amendment"), LBH, LLC (LBH), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 28, 2004 (Agreement) to be effective 30 (thirty) days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and LBH entered into the Agreement on August 28, 2004, and;

WHEREAS, BellSouth and LBH desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No. 04-313, released February 4, 2005 and effective March 11, 2005;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties;

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

1. The Parties agree to delete Attachment 2, Network Elements and Other Services, in its entirety and replace with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.
2. The Parties agree to add Section 11 to Attachment 3 as follows:

11 SS7 Network Interconnection

- 11.1 SS7 Network Interconnection is the interconnection of LBH local signaling transfer point switches or LBH local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching

systems and databases, LBH local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

- 11.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and LBH or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 11.3 If traffic is routed based on dialed or translated digits between a LBH Local Switching system and a BellSouth or other third-party Local Switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the LBH local signaling transfer point switches and BellSouth or other third-party local switch.
- 11.4 SS7 Network Interconnection shall provide:
 - 11.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 11.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 11.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a LBH local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of LBH local STPs and shall not include SCCP Subsystem Management of the destination.
- 11.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 11.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

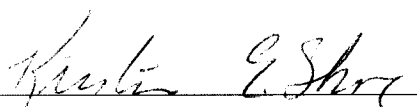
- 11.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.9 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect LBH or LBH-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.9.1 A-link interface from LBH local or tandem switching systems; and
 - 11.9.2 B-link interface from LBH STPs.
 - 11.9.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 11.9.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, 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.
 - 11.9.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 11.9.6 BellSouth shall set message screening parameters to accept messages from LBH local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the LBH switching system has a valid signaling relationship.
- 3. The Parties agree to add the rates for SS7 Interconnection to Exhibit A of Attachment 3, attached hereto as Exhibit 2 and by reference incorporated into this Amendment.
- 4. The Parties agree to add Section 3.8 to Attachment 6 as follows:
 - 3.8 If LBH modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the

modification will be paid by LBH in accordance with FCC No. 1
Tariff, Section 5.

5. All of the other provisions of the Agreement dated August 28, 2004 shall remain unchanged and in full force and effect.
6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

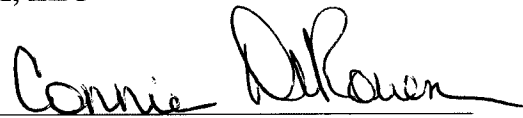
By: 

Name: Kristen E. Shore

Title: Director

Date: 3/6/06

LBH, LLC

By: 

Name: Connie DeRouen

Title: Vice President/Asst. Gen. Manager

Date: March 1, 2006

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 LBH for LBH'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 LBH (Other Services). Additionally, the provision of a particular Network Element or Other Service may require LBH 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 LBH 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 LBH 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 LBH 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 LBH pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to LBH 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 LBH. A Conversion shall be considered termination for purposes of any volume and/or

term commitments and/or grandfathered status between LBH 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, LBH 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 LBH has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide LBH with thirty (30) days written notice to disconnect or convert such Arrangements. If LBH 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, LBH shall undertake a reasonably diligent inquiry to determine whether LBH is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, LBH self-certifies that to the best of LBH’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 LBH’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 LBH 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, LBH shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.9 LBH 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 LBH, 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 LBH 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. LBH 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, LBH 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/un.es.html>.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to LBH’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 LBH’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 LBH will be responsible for testing and isolating troubles on Network Elements. LBH 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, LBH will be required to provide the results of the LBH test which indicate a problem on the BellSouth network.
- 1.13.4.2 Once LBH 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 customers.
- 1.13.4.3 If LBH reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth’s network, BellSouth will charge LBH 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 customer's location more than once due to incorrect or incomplete information provided by LBH (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill LBH 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 a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer 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 customer's premises, including inside wire owned or controlled by BellSouth. LBH 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 customer'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 customer'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 customer'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 customer 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 LBH 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 LBH. 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 LBH 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 a customer'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 Section 2.1.4.2.1 above, 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 Section 2.1.4.2.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.6.1 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".
- 2.1.4.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to 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.
- 2.1.4.6.3 For purposes of Section 2.1.4.6 above, BellSouth shall make available DS1 and DS3 Loops that were in service for LBH in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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).
- 2.1.4.6.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.1.4.6.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, LBH 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.
- 2.1.4.6.6.1 If LBH fails to submit the spreadsheet(s) specified in Section 2.1.4.6.6 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 LBH'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.

- 2.1.4.6.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.6.6 above or transitioned pursuant to Section 2.1.4.6.6.1 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.
- 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 LBH 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 customer's location. If LBH 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), LBH 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), LBH shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.
- 2.1.8 OC and Order Coordination-Time Specific (OC-TS)
- 2.1.8.1 OC allows BellSouth and LBH to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to LBH's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. 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 LBH to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate LBH's specific conversion time request. However, BellSouth reserves the right to negotiate with LBH 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. LBH may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If LBH 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, LBH 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 LBH when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in LBH'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 customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to LBH 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 LBH a Bulk Migration process pursuant to which LBH 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/unel.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 LBH request migration for two (2) or more EATNs containing fifteen (15) or more circuits, LBH 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 LBH 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 LBH, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. LBH 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 customers.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that LBH 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 LBH. 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 LBH 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. LBH will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. 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 customer'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 LBH 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 LBH. 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 LBH. 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 LBH 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 LBH.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by LBH 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 customer'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, LBH 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 LBH 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 LBH 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 LBH 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 LBH which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from LBH, 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 LBH. 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 LBH 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 LBH 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. LBH 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 LBH 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 LBH desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for LBH, LBH will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by LBH is available at the location for which the ULM was requested, LBH 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, LBH 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 LBH has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to LBH. 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 LBH (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 LBH, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. LBH 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 customer's 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 customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer 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 LBH to connect LBH's Loop facilities to the customer's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 LBH may access the customer's premises wiring by any of the following means and LBH 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 LBH 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 customer's premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 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 LBH may request BellSouth to make other rearrangements to the customer 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 LBH's responsibility to ensure there is no safety hazard, and LBH 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 LBH shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 LBH 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 LBH 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 customer's premises and the distribution media and/or cross-connect to LBH's NID.
- 2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. LBH may request BellSouth to do additional work to the NID on a time and material basis. When LBH deploys its own local loops in a multiple-line termination device, LBH 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 a customer'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 customer'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 customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.
- 2.8.2.3.1 If LBH requests a UCSL and it is not available, LBH 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 customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from LBH, 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 LBH's use on this cross-connect panel. LBH 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, LBH 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. LBH'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 LBH is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet LBH'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/unec.html.

- 2.8.2.7 The site set-up must be completed before LBH 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 LBH'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, LBH will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when LBH requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by LBH 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 TR 73600 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 customer'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 customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer'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 customers premises, and LBH does own or control such

wiring, LBH will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to LBH.

- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate LBH for each pair activated commensurate to the price specified in LBH'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 customer 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 customer 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 customer 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 customer 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 LBH LMU information with respect to Loops that are required to be unbundled under this Agreement so that LBH can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment LBH intends to install and the services LBH wishes to provide. LMU is a preordering transaction, distinct from LBH 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 LBH 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 LBH 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 LBH 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 LBH 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 LBH'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 LBH or the customer, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. LBH 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 § 51.325(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 LBH, according to the applicable network disclosure requirements. It will be LBH's responsibility to move any service it may provide over such facilities to alternative facilities. If LBH 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 LBH 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 LBH needs further Loop information in order to determine Loop service capability, LBH 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. LBH will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, LBH does not reserve facilities upon an initial LMUSI, LBH'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 LBH has reserved multiple Loop facilities on a single reservation, LBH may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to LBH, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by LBH.
- 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 customers 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 LBH provides its own switching or obtains switching from a third party, LBH may engage in line splitting arrangements with another CLEC using a splitter, provided by LBH, 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 LBH owns the splitter, Line Splitting requires the following: a loop from NID at the customer'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 customer. 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, LBH must have a DSLAM collocated in the central office that serves the customer of such Loop.

- 3.4.2 LBH may purchase, install and maintain central office POTS splitters in its collocation arrangements. LBH 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 LBH in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. LBH 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 customer's premises and the termination point.
- 3.5.2 LBH 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 wilful 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 LBH 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 LBH are not already combined by BellSouth in the location requested by LBH 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 LBH 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 LBH 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 LBH.

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 LBH 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, LBH 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 LBH'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. LBH must certify for each high-capacity EEL that all of the

following service eligibility criteria are met:

- 4.3.4.1.1 LBH 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 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;
 - 4.3.4.2.2 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 Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
 - 4.3.4.2.4 Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
 - 4.3.4.2.5 Each circuit to be provided to each customer will be served by an interconnection trunk over which LBH will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 4.3.4.2.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, LBH will have at least one (1) active DS1 local service interconnection trunk over which LBH will transmit the calling party's number in connection with calls exchanged over the trunk; and
 - 4.3.4.2.7 Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 4.3.4.3 BellSouth may, on an annual basis, audit LBH'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 LBH failed to comply with the service eligibility criteria, LBH 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 LBH did not comply in any material respect with the service eligibility criteria, LBH shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that LBH did comply in all material respects with the service eligibility criteria, BellSouth will reimburse LBH for its reasonable and demonstrable costs associated

with the audit. LBH will maintain appropriate documentation to support its certifications.

- 4.3.4.4 In the event LBH converts special access services to UNEs, LBH 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 LBH, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to LBH. 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 LBH 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 Section 5.2.2.1 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 5.2.2.2 above, 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 LBH in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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 customers 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 LBH 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 LBH 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 LBH'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:
 - 5.2.3.1 Provide LBH exclusive use of Dedicated Transport to a particular customer or carrier;
 - 5.2.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
 - 5.2.3.3 Permit, to the extent technically feasible, LBH to connect Dedicated Transport to equipment designated by LBH, including but not limited to, LBH's collocated facilities; and
 - 5.2.3.4 Permit, to the extent technically feasible, LBH 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 LBH.
- 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 LBH may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one (1) 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 (1) 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. LBH 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 LBH 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, LBH 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, LBH's channelization equipment must adhere strictly to form and protocol standards. LBH 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.
- 5.8 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 5.8.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.8.1 Dark Fiber Transport Requirements
- 5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.8.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:
- 5.8.1.2.1 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.
- 5.8.1.3 A list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 10, 2005, (Initial List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com.
- 5.8.1.4 Once a wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.8.1.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 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".
- 5.8.1.5.2 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.

- 5.8.1.5.3 For purposes of Section 5.8.1.5, BellSouth shall make available Dark Fiber Transport that was in service for LBH in a wire center on the Subsequent Wire Center List as of the tenth (10th) 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).
- 5.8.1.5.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 5.8.1.5.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List LBH 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.
 - 5.8.1.5.6.1 If LBH fails to submit the spreadsheet(s) specified in Section 5.8.1.5.6 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 LBH'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.
 - 5.8.1.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.6 above or transitioned pursuant to Section 5.8.1.5.6.1 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.

5.9 Rearrangements

- 5.9.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working LBH circuit from one CFA to another LBH 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 shall apply.
- 5.9.2 Requests to reterminate 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.
- 5.9.3 Upon request of LBH, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.9.1 and 5.9.2 above and LBH may request OC-TS for such orders.
- 5.9.4 BellSouth shall accept a LOA between LBH and another carrier that will allow LBH to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.9.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: LBH may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end user serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 5.9.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. LBH shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.
- 5.9.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if LBH elects not to utilize the EEL to UNE-L Retermination process, LBH must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, LBH will be charged the EEL disconnect charges and the full non-recurring rates for installation of a new Loop, as set forth in Exhibit A.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

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

6.2.2 It is LBH'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 LBH 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 LBH, 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 LBH to assume responsibility for such records.

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

by BellSouth. LBH shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of LBH'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 LBH to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the LBH PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 6.3.2 LBH may order either the database capability or the transport component as desired or LBH may order both components of the service.
- 6.3.3 911 PBX Locate Database Capability. LBH's end user or LBH'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 LBH pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 6.3.5 LBH's end user, or LBH's end user DMA 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 LBH 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. LBH should not submit telephone number updates for specific PBX station telephone numbers that are submitted by LBH's end user, or LBH's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 LBH must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 LBH 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 LBH'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 LBH 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. LBH 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 LBH's end user or DMA pursuant to these terms. Specifically, LBH'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 LBH may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for LBH'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 LBH to order a CAMA type dedicated trunk from LBH'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 LBH'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. LBH is responsible for connectivity between the end user's PBX and LBH's switch or POP location. LBH 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 LBH purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). LBH 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. LBH 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 LBH 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 LBH pursuant to the terms and conditions set forth in Attachment 3.

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECH rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECH rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual																			
		OSS-Electronic Service Order Charge, Per Local Service Request (LSR)-UNE Only								SOMECH		3.50	0.00	3.50	0.00				
		OSS-Manual Service Order Charge, Per Local Service Request (LSR)-UNE Only								SOMAN		15.20	0.00	15.20	0.00				
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day								SDASP		200.00							
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)										26.21	0.00	0.00	0.00				
		Order Modification Additional Dispatch Charge (OMCAD)										150.00	0.00	0.00	0.00				
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2W Analog VG Loop-Service Level 1-Zone 1						1	UEANL	UEAL2	12.90	36.54	16.87						
		2W Analog VG Loop-Service Level 1-Zone 2						2	UEANL	UEAL2	23.33	36.54	16.87						
		2W Analog VG Loop-Service Level 1-Zone 3						3	UEANL	UEAL2	48.43	36.54	16.87						
		2W Analog VG Loop-Service Level 1-Zone 1						1	UEANL	UEASL	12.90	36.54	16.87						
		2W Analog VG Loop-Service Level 1-Zone 2						2	UEANL	UEASL	23.33	36.54	16.87						
		2W Analog VG Loop-Service Level 1-Zone 3						3	UEANL	UEASL	48.43	36.54	16.87						
		Unbundled Misc Rate Element, Tag Loop at End User Premise							UEANL	URETL		8.92	0.88						
		Loop Testing-Basic 1st Half Hour							UEANL	URET1		33.17	0.00						
		Loop Testing-Basic Additional Half Hour							UEANL	URETA		19.28	19.28						

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.93								
	Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEANL	UEANM		13.04	13.04								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								
	2-WIRE Unbundled COPPER LOOP															
	2W Unbundled Copper Loop-Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60								
	2W Unbundled Copper Loop-Non-Designed-Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60								
	2W Unbundled Copper Loop-Non-Designed-Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60								
	Unbundled Misc Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Manual Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		7.92	7.92								
	Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information-E.I.)			UEQ	UEQMU		13.04	13.04								
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		33.17	0.00								
	Loop Testing-Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2W Analog VG Loop-Service Level 2 w/Loop or Ground Start Signaling-Zone 1		1	UEA, NTCVG	UEAL2	14.93	102.10	65.72								
	2W Analog VG Loop-Service Level 2 w/Loop or Ground Start Signaling-Zone 2		2	UEA, NTCVG	UEAL2	25.35	102.10	65.72								
	2W Analog VG Loop-Service Level 2 w/Loop or Ground Start Signaling-Zone 3		3	UEA, NTCVG	UEAL2	50.46	102.10	65.72								
	2W Analog VG Loop-Service Level 2 w/Reverse Battery Signaling-Zone 1		1	UEA, NTCVG	UEAR2	14.93	102.10	65.72								
	2W Analog VG Loop-Service Level 2 w/Reverse Battery Signaling-Zone 2		2	UEA, NTCVG	UEAR2	25.35	102.10	65.72								
	2W Analog VG Loop-Service Level 2 w/Reverse Battery Signaling-Zone 3		3	UEA, NTCVG	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES		26.47	5.01								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA, NTCVG	UREWO		87.59	36.30								
	Loop Tagging-Service Level 2 (SL2)			UEA, NTCVG	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4W Analog VG Loop-Zone 1		1	UEA, NTCVG	UEAL4	30.81	127.40	91.02								
	4W Analog VG Loop-Zone 2		2	UEA, NTCVG	UEAL4	38.32	127.40	91.02								
	4W Analog VG Loop-Zone 3		3	UEA, NTCVG	UEAL4	60.39	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA, NTCVG	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA, NTCVG	URES		26.47	5.01								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA, NTCVG	UREWO		87.59	36.30								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2W ISDN Digital Grade Loop-Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
	2W ISDN Digital Grade Loop-Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDN	UREWO		91.49	44.09								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 1		1	UAL	UAL2X	12.29	117.08	68.36								
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation-Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservaton-Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UAL	UREWO		86.07	40.34								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
												</				

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment 2 Exh A:					
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
							Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	SOMECE	SOMAN	OSS Rates(\$) SOMAN SOMAN SOMAN SOMAN				
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 2		2	UCL	UCLPB	14.09	116.18	67.46									
		2W Unbundled Copper Loop-Designed including manual service inquiry & facility reservation-Zone 3		3	UCL	UCLPB	15.75	116.18	67.46									
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCLPW	12.29	91.92	55.12									
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCLPW	14.09	91.92	55.12									
		2W Unbundled Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCLPW	15.75	91.92	55.12									
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47									
		4-WIRE COPPER LOOP																
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4S	22.27	139.69	90.96									
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4S	18.95	139.69	90.96									
		4W Copper Loop-Designed including manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4S	10.99	139.69	90.96									
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 1		1	UCL	UCL4W	22.27	115.43	78.63									
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 2		2	UCL	UCL4W	18.95	115.43	78.63									
		4W Copper Loop-Designed w/o manual service inquiry and facility reservation-Zone 3		3	UCL	UCL4W	10.99	115.43	78.63									
		CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47									
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92									
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCD1	OCOSL		17.56										
		Rearrangements																
		EEL to UNE-L Retermination, per 2W Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30									
		EEL to UNE-L Retermination, per 4W Unbundled Voice Loop			UEA	UREEL		87.59	36.30									
		EEL to UNE-L Retermination, per 2W ISDN Loop			UDN	UREEL		91.49	44.09									
		EEL to UNE-L Retermination, per 4W Unbundled Digital Loop			UDL	UREEL		101.97	49.67									
		EEL to UNE-L Retermination, per 4W Unbundled DS1 Loop			USL	UREEL		100.93	42.98									
		LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils-2W pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00									
		Unbundled Loop Modification Removal of Load Coils-4W less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15									
		SUB-LOOPS																
		Sub-Loop Distribution																
		Sub-Loop-Per Cross Box Location-CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09									
		Sub-Loop-Per Cross Box Location-Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99									
		Sub-Loop-Per Building Equipment Room-CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16									
		Sub-Loop-Per Building Equipment Room-Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 1		1	UEANL	USBN2	7.57	63.89	30.06									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 2		2	UEANL	USBN2	12.75	63.89	30.06									
		Sub-Loop Distribution Per 2W Analog VG Loop-Zone 3		3	UEANL	USBN2	21.45	63.89	30.06									
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92									
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 1		1	UEANL	USBN4	11.76	76.75	42.92									
		Sub-Loop Distribution Per 4W Analog VG Loop -Zone 2		2	UEANL	USBN4	16.84	76.75	42.92									

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00						
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00						
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00						
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00						
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00						
		2W Analog VG Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00						
		PHYSICAL COLLOCATION															
		Physical Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00						
		VIRTUAL COLLOCATION															
		Virtual Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel-2W VG-per mile			U1TVX	1L5XX	0.013										
		Interoffice Channel-2W VG-Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62								
		Interoffice Channel-2W VG Rev Bat.-per mile			U1TVX	1L5XX	0.013										
		Interoffice Channel-2W VG Rev Bat.-Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62								
		Interoffice Channel-4W VG-per mile			U1TVX	1L5XX	0.013										
		Interoffice Channel-4W VG-Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62								
		Interoffice Channel-56 kbps-per mile			U1TDX	1L5XX	0.013										
		Interoffice Channel-56 kbps-Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62								
		Interoffice Channel-64 kbps-per mile			U1TDX	1L5XX	0.013										
		Interoffice Channel-64 kbps-Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62								
		Interoffice Channel-DS1-per mile			U1TD1	1L5XX	0.2652										
		Interoffice Channel-DS1-Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44								
		Interoffice Channel-DS3-per mile			U1TD3	1L5XX	6.04										
		Interoffice Channel-DS3-Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05								
		Interoffice Channel-STS-1-per mile			U1TS1	1L5XX	6.04										
		Interoffice Channel-STS-1-Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05								
UNBUNDLED DARK FIBER																	
		Dark Fiber-Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28										
		Dark Fiber-Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
		DS3 Unbundled Local Loop-per mile			UE3	1L5ND	10.04										
		DS3 Unbundled Local Loop-Facility Termination			UE3	UE3PX	362.34	438.46	256.30								
		STS-1Unbundled Local Loop-per mile			UDLSX	1L5ND	10.04										
		STS-1 Unbundled Local Loop-Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30								
ENHANCED EXTENDED LINK (EELs)																	
		Network Elements Used in Combinations															
		2W VG Loop (SL2) in Combination-Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09								
		2W VG Loop (SL2) in Combination-Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09								
		2W VG Loop (SL2) in Combination-Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09								
		4W Analog VG Loop in Combination -Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09								
		4W Analog VG Loop in Combination -Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09								
		4W Analog VG Loop in Combination -Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09								
		2W ISDN Loop in Combination-Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.09								
		2W ISDN Loop in Combination-Zone 2		2	UNCNX	U1L2X	35.28	94.21	45.09								
		2W ISDN Loop in Combination-Zone 3		3	UNCNX	U1L2X	65.18	94.21	45.09								
		4W 56Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL56	30.99	94.21	45.09								
		4W 56Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL56	36.78	94.21	45.09								
		4W 56Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL56	38.92	94.21	45.09								
		4W 64Kbps Digital Grade Loop in Combination-Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
		4W 64Kbps Digital Grade Loop in Combination-Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
		4W 64Kbps Digital Grade Loop in Combination-Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
		4W DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89								
		4W DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89								
		4W DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							UNC3X	1L5ND	10.04										
							UNC3X	UE3PX	362.34	188.45	125.51								
							UNC3X	1L5ND	10.04										
							UNC3X	UDLS1	374.56	188.45	125.51								
							UNCVX	1L5XX	0.013										
							UNCVX	U1TV2	22.60	72.60	41.75								
							UNCVX	1L5XX	0.013										
							UNCVX	U1TV4	19.81	72.60	41.75								
							UNCVX	1L5XX	0.013										
							UNCVX	U1TD5	15.61	72.60	41.75								
							UNCVX	1L5XX	0.013										
							UNCVX	U1TD6	15.61	72.60	41.75								
							UNCVX	1L5XX	0.2652										
							UNCVX	U1TF1	70.47	143.58	103.88								
							UNCVX	1L5XX	6.04										
							UNCVX	U1TF3	850.45	296.68	121.16								
							UNCVX	1L5XX	6.04										
							UNCVX	U1TFS	830.19	296.68	121.16								
ADDITIONAL NETWORK ELEMENTS																			
Optional Features & Functions:																			
							U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00						
							U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00						
							U1TD1, ULDD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
							U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00						
							UNC1X	MQ1	105.09	59.97	12.96								
							UNC3X, UNC3X	MQ3	201.48	107.05	48.07								
							UNCVX	1D1VG	0.6497	5.91	4.26								
							UEA	1D1VG	0.6497	5.91	4.26								
							U1TUC	1D1VG	0.6497	5.91	4.26								
							UNCVX	1D1DD	1.38	5.91	4.26								
							UDL	1D1DD	1.38	5.91	4.26								
							U1TUD	1D1DD	1.38	5.91	4.26								
							UNCVX	UC1CA	2.96	6.39	4.58								
							UDN	UC1CA	2.96	6.39	4.58								
							U1TUB	UC1CA	2.96	6.39	4.58								
							UNCVX	UC1D1	11.78	5.91	4.26								
							UDLDD1	UC1D1	11.78	5.91	4.26								
							U1TD1	UC1D1	11.78	5.91	4.26								
							USL	UC1D1	11.78	5.91	4.26								
							U1TUA	UC1D1	11.78	5.91	4.26								
							UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1, UNC3X, U1TD3, UNC3X, U1TS1, UDF, UDFCX	UNCCC		5.43	5.43								
							U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.83	16.12								

UNBUNDLED NETWORK ELEMENTS - Louisiana										Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Misc Rate Element, SNE SAI, Single Network Element-Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49							
	UNE Reconfiguration Change Charge per Circuit	i		UNC1X	URERC		35.00	35.00							
	UNE Reconfiguration Change Charge per Circuit Project Managed	i		UNC1X	URERP		1.49	1.49							
	Access to DCS - Customer Reconfiguration (FlexServ)														
	Customer Reconfiguration Establishment						1.43								
	DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09							
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22							
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09							
	Node (SynchroNet)														
	Node per month			UNCDX	UNCNT	15.43									
	Service Rearrangements														
	NRC-Change in Facility Assignment per circuit Service Rearrangement	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98							
	NRC-Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	i		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28							
	NRC-Order Coordination Specific Time-Dedicated Transport	i		UNC1X	OCOSR		18.85	18.85							
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00							
SIGNALING (CCS7)															
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.														
	CCS7 Signaling Usage, Per TCAP Message						0.000064bk								
	CCS7 Signaling Usage, Per ISUP Message						0.000016bk								
LNP Query Service															
	LNP Charge Per query						0.0008559								
	LNP Service Establishment Manual						12.16								
	LNP Service Provisioning with Point Code Establishment						576.33	294.43							
911 PBX LOCATE															
	911 PBX LOCATE DATABASE CAPABILITY														
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.58									
	Service Order Charge			9PBDC	9PBSC		15.20								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2 Exh. B															
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l											
																		Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)					
																			First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																												
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2X	11.26																					
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2X	13.25																					
		2W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2X	14.65																					
		2W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 1		1	UHL	UHL2W	11.26																					
		2W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 2		2	UHL	UHL2W	13.25																					
		2W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 3		3	UHL	UHL2W	14.65																					
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																												
		4W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 1		1	UHL	UHL4X	18.68																					
		4W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 2		2	UHL	UHL4X	19.15																					
		4W Unbundled HDSL Loop including manual service inquiry & facility reservation-Zone 3		3	UHL	UHL4X	19.94																					
		4W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 1		1	UHL	UHL4W	18.68																					
		4W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 2		2	UHL	UHL4W	19.15																					
		4W Unbundled HDSL Loop without manual service inquiry & facility reservation-Zone 3		3	UHL	UHL4W	19.94																					
4-WIRE DS1 DIGITAL LOOP																												
		4W DS1 Digital Loop-Zone 1		1	USL	USLXX	98.56																					
		4W DS1 Digital Loop-Zone 2		2	USL	USLXX	224.20																					
		4W DS1 Digital Loop-Zone 3		3	USL	USLXX	565.73																					
HIGH CAPACITY UNBUNDLED LOCAL LOOP																												
		High Capacity Unbundled Local Loop-DS3-Per Mile per month			UE3	1L5ND	11.55																					
		High Capacity Unbundled Local Loop-DS3-Facility Termination per month			UE3	UE3PX	416.69																					
		High Capacity Unbundled Local Loop-ST3-1-Per Mile per month			UDLSX	1L5ND	11.55																					
		High Capacity Unbundled Local Loop-ST3-1-Facility Termination per month			UDLSX	UDLS1	430.74																					
UNBUNDLED DEDICATED TRANSPORT																												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																												
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per month			U1TD1	1L5XX	0.30																					
		Interoffice Channel-Dedicated Transport-DS1-Facility Termination			U1TD1	U1TF1	81.04																					
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per month			U1TD3	1L5XX	6.95																					
		Interoffice Channel-Dedicated Transport-DS3-Facility Termination per month			U1TD3	U1TF3	978.02																					
		Interoffice Channel-Dedicated Transport-ST3-1-Per Mile per month			U1TS1	1L5XX	6.95																					
		Interoffice Channel-Dedicated Transport-ST3-1-Facility Termination			U1TS1	U1TFS	954.72																					
ENHANCED EXTENDED LINK (EELs)																												
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																												
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																												
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																												
		4W DS1 Digital Loop in Combination-Zone 1		1	UNC1X	USLXX	98.56																					
		4W DS1 Digital Loop in Combination-Zone 2		2	UNC1X	USLXX	224.20																					
		4W DS1 Digital Loop in Combination-Zone 3		3	UNC1X	USLXX	565.73																					
		Interoffice Transport-Dedicated-DS1 combination-Per Mile per month			UNC1X	1L5XX	0.30																					
		Interoffice Transport-Dedicated-DS1 combination-Facility Termination per month			UNC1X	U1TF1	81.04																					
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																												
		DS3 Local Loop in combination-per mile per month			UNC3X	1L5ND	13.28																					
		DS3 Local Loop in combination-Facility Termination per month			UNC3X	UE3PX	479.19																					
		Interoffice Transport-Dedicated-DS3-Per Mile per month			UNC3X	1L5XX	6.95																					
		Interoffice Transport-Dedicated-DS3 combination-Facility Termination per month			UNC3X	U1TF3	978.02																					
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																												
		STS-1 Local Loop in combination-per mile per month			UNCSX	1L5ND	13.28																					
		STS-1 Local Loop in combination-Facility Termination per month			UNCSX	UDLS1	495.36																					
		Interoffice Transport-Dedicated-ST3-1 combination-per mile per month			UNCSX	1L5XX	6.95																					
		Interoffice Transport-Dedicated-ST3-1 combination-Facility Termination per month			UNCSX	U1TFS	954.72																					

LOCAL INTERCONNECTION - Louisiana														Attachment 3 - Ex A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring	NRC Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
		CCS7 Signaling Usage, Per TCAP Message					0.000064bk										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	15.77	34.50	34.50								
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50								
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	15.77	34.50	34.50								
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	15.77	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								
		CCS7 Signaling Usage, Per ISUP Message					0.000016bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.10										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	

**Amendment to the Agreement
Between**

LBH, LLC

And

BellSouth Telecommunications, Inc.

Dated August 28, 2004

Pursuant to this Amendment, (the "Amendment"), LBH, LLC (LBH), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 28, 2004 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and LBH entered into the Agreement on August 28, 2004, and;

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

1. The Parties agree to delete the name of Ginny LeBoeuf in Section 20.1, Notices of the General Terms and Conditions and replace with Connie DeRouen.
2. All of the other provisions of the Agreement, dated August 28, 2004, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 3/23/06

LBH, LLC

By: Connie DeRouen

Name: Connie DeRouen

Title: Vice President/Asst. Gen. Manager

Date: 3/15/06

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
LBH, LLC**

The Interconnection Agreement dated August 28, 2004 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and LBH, LLC ("LBH") ("Agreement") effective in the state of Louisiana is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 27, 2007 until August 27, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier by written notice from LBH, by AT&T pursuant to the Agreement's default provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and (ii) the Parties acknowledges and agrees that they will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective "on the date of the last signature executing the Amendment.

AMENDMENT TO EXTEND TERM DATE/BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE ("AT&T")
AT&T/LBH, LLC
August 15, 2007

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this _____ day of _____, by BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), signing by and through its duly authorized representative, and LBH, signing by and through its duly authorized representative.

LBH, LLC

By: Connie DeRauen
Name: Connie DeRauen
(Print or Type)
Title: CFO
(Print or Type)
Date: 10/22/07

**BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee**

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 10/31/07

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA

AND

LBH, LLC D/B/A CAMERON COMMUNICATIONS

Signature: eSigned - Bruce PetrySignature: eSigned - Kristen E. ShoreName: eSigned - Bruce Petry
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: President
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 07 Jun 2022Date: 07 Jun 2022**LBH, LLC d/b/a Cameron Communications****BellSouth Telecommunications, LLC d/b/a AT&T
LOUISIANA by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
LBH, LLC D/B/A CAMERON COMMUNICATIONS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA**

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA (“AT&T”) and LBH, LLC d/b/a Cameron Communications (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 (“FCC UNE and Resale Forbearance Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 (“FCC UNE Relief Order”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 (“Resale Embedded Base”), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User’s existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
- c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
- 5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
 - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
- 6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
 - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to

market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops (“DS1 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T’s election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops (“DS3 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T’s election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport (“DFT”) pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber

Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
 11. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.
 12. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
 13. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
 14. The Parties agree to replace Section 20 from the Agreement with the following language.

20. Notices

- 20.1 Notices given by CLEC to AT&T-21STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 20.1.1 delivered by electronic mail (email).
 - 20.1.2 delivered by facsimile.
- 20.2 Notices given by AT&T-21STATE to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.
 - 20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.
- 20.3 Notices will be deemed given as of the earliest of:
 - 20.3.1 the date of actual receipt;

20.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone;

20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Bruce Petry President
STREET ADDRESS	153 W. Dave Dugas Road
CITY, STATE, ZIP CODE	Lake Charles, LA 70665
PHONE NUMBER*	(337) 583-2111
FACSIMILE NUMBER	(337) 558-6104
EMAIL ADDRESS	bruce.petry@camtel.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

20.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 20.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

20.7 AT&T-21STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

15. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
16. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

17. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
18. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
19. For Louisiana: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 **INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 **GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE’s prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC’s End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
14R-CU	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
14R-CU	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
14R-CU	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire ISDN Digital Grade Loop - Zone 1	UDN	U1L2X	1
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire ISDN Digital Grade Loop - Zone 2	UDN	U1L2X	2
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire ISDN Digital Grade Loop - Zone 3	UDN	U1L2X	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	UAL	UAL2X	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	UAL	UAL2X	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	UAL	UAL2X	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	UAL	UAL2W	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	UAL	UAL2W	2

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	UAL	UAL2W	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	UHL	UHL2X	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	UHL	UHL2X	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	UHL	UHL2X	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	UHL	UHL2W	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	UHL	UHL2W	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	UHL	UHL2W	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	UHL	UHL4X	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	UHL	UHL4X	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	UHL	UHL4X	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	UHL	UHL4W	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	UHL	UHL4W	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	UHL	UHL4W	3
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DS1 Digital Loop - Zone 1	USL	USLXX	1
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DS1 Digital Loop - Zone 2	USL	USLXX	2
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DS1 Digital Loop - Zone 3	USL	USLXX	3
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)	USL	URES	
13	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)	USL	URESP	
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1	UCL	UCLPB	1

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2	UCL	UCLPB	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3	UCL	UCLPB	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	UCL	UCLPW	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	UCL	UCLPW	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	UCL	UCLPW	3
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Order Coordination for Unbundled Copper Loops (per loop)	UCL	UCLMC	
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1	UCL	UCL4S	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2	UCL	UCL4S	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3	UCL	UCL4S	3
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	UCL	UCL4W	1
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	UCL	UCL4W	2
14	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	UCL	UCL4W	3
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop - Order Coordination for Unbundled Copper Loops (per loop)	UCL	UCLMC	
15	LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Copper Loop - Order Coordination for Specified Conversion Time (per LSR)	UEA, UDN, UAL, UHL, UDL, USL	OCOSL	
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
13	LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
13	LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
13	LA	UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 1	NTCD1	USLXX	1
13	LA	UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 2	NTCD1	USLXX	2
13	LA	UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop - Zone 3	NTCD1	USLXX	3
13	LA	UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop -Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)	NTCD1	URES	
13	LA	UNE LOOP COMMINGLING	4-Wire DS1 Digital Loop -Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)	NTCD1	URESP	
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1	NTCUD	UDL2X	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2	NTCUD	UDL2X	2
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3	NTCUD	UDL2X	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1	NTCUD	UDL4X	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2	NTCUD	UDL4X	2
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3	NTCUD	UDL4X	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1	NTCUD	UDL9X	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2	NTCUD	UDL9X	2

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3	NTCUD	UDL9X	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital 19.2 Kbps - Zone 1	NTCUD	UDL19	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital 19.2 Kbps - Zone 2	NTCUD	UDL19	2
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital 19.2 Kbps - Zone 3	NTCUD	UDL19	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	NTCUD	UDL56	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	NTCUD	UDL56	2
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	NTCUD	UDL56	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	NTCUD	UDL64	1
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	NTCUD	UDL64	2
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	NTCUD	UDL64	3
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCUD	URES	
13	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCUD	URESP	
15	LA	UNE LOOP COMMINGLING	4 Wire Unbundled Digital Loop 19.2, 56 or 64 Kbps - Order Coordination for Specified Conversion Time (per LSR)	NTCVG, NTCUD, NTCD1	OCOSL	
13	LA	MAINTENANCE OF SERVICE	Maintenance of Service Charge, Basic Time, per half hour	UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB	
13	LA	MAINTENANCE OF SERVICE	Maintenance of Service Charge, Overtime, per half hour	UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	MAINTENANCE OF SERVICE	Maintenance of Service Charge, Premium, per half hour	UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT	
14	LA	LOOP MODIFICATION	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop	UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L	
14	LA	LOOP MODIFICATION	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop	UHL, UCL, UEA	ULM4L	
14	LA	LOOP MODIFICATION	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	
13MR-SL	LA	SUB-LOOPS	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	UEANL, UEF	USBSA	
13MR-SL	LA	SUB-LOOPS	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	UEANL, UEF	USBSB	
13MR-SL	LA	SUB-LOOPS	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	UEANL	USBSC	
13MR-SL	LA	SUB-LOOPS	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	UEANL	USBSD	
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	UEANL	USBN2	1
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	UEANL	USBN2	2
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	UEANL	USBN2	3
13	LA	SUB-LOOPS	Order Coordination for Unbundled Sub-Loops, per sub-loop pair	UEANL	USBMC	
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	UEANL	USBN4	1
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	UEANL	USBN4	2
13MR-SL	LA	SUB-LOOPS	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	UEANL	USBN4	3

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	LA	SUB-LOOPS	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	UEANL	USBR2	
13MR-SL	LA	SUB-LOOPS	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	UEANL	USBR4	
13MR-SL	LA	SUB-LOOPS	Loop Testing - Basic 1st Half Hour	UEANL	URET1	
13MR-SL	LA	SUB-LOOPS	Loop Testing - Basic Additional Half Hour	UEANL	URETA	
13MR-SL	LA	SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	UEF	UCS2X	1
13MR-SL	LA	SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	UEF	UCS2X	2
13MR-SL	LA	SUB-LOOPS	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	UEF	UCS2X	3
13	LA	SUB-LOOPS	Order Coordination for Unbundled Sub-Loops, per sub-loop pair	UEF	USBMC	
13MR-SL	LA	SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	UEF	UCS4X	1
13MR-SL	LA	SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	UEF	UCS4X	2
13MR-SL	LA	SUB-LOOPS	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	UEF	UCS4X	3
13MR-SL	LA	SUB-LOOPS	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops	UEF, UEANL	URETL	
13MR-SL	LA	SUB-LOOPS	Loop Testing - Basic 1st Half Hour	UEF	URET1	
13MR-SL	LA	SUB-LOOPS	Loop Testing - Basic Additional Half Hour	UEF	URETA	
13	LA	SUB-LOOPS	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR	UEF	ULM2X	
13	LA	SUB-LOOPS	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR	UEF	ULM4X	
13	LA	SUB-LOOPS	Unbundled Sub-Loop Modification, Removal of Bridge Tap, per unbundled loop	UEF	ULMBT	
13MR-SL	LA	SUB-LOOPS	Unbundled Network Terminating Wire (UNTW) per Pair	UNTW	UENPP	
13	LA	ADDITIONAL NETWORK ELEMENTS	Network Interface Device (NID) - 1-2 lines	UNTW	UND12	
13	LA	ADDITIONAL NETWORK ELEMENTS	Network Interface Device (NID) - 1-6 lines	UNTW	UND16	
13	LA	ADDITIONAL NETWORK ELEMENTS	Network Interface Device Cross Connect - 2 W	UNTW	UNDC2	
13	LA	ADDITIONAL NETWORK ELEMENTS	Network Interface Device Cross Connect - 4W	UNTW	UNDC4	
13	LA	UNE OTHER, PROVISIONING ONLY - NO RATE	Unbundled Contact Name, Provisioning Only - no rate	UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	UNE OTHER, PROVISIONING ONLY - NO RATE	Unbundled DS1 Loop - Superframe Format Option - no rate	USL, NTCD1	CCOSF	
13	LA	UNE OTHER, PROVISIONING ONLY - NO RATE	Unbundled DS1 Loop - Expanded Superframe Format option - no rate	USL, NTCD1	CCOEF	
13	LA	UNE OTHER, PROVISIONING ONLY - NO RATE	NID - Dispatch and Service Order for NID installation	UENTW	UNDBX	
13MR-SL	LA	UNE OTHER, PROVISIONING ONLY - NO RATE	UNTW Circuit Establishment, Provisioning Only - No Rate	UENTW	UENCE	
14	LA	LOOP MAKE-UP	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	UMK	UMKLW	
14	LA	LOOP MAKE-UP	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	UMK	UMKLP	
14	LA	LOOP MAKE-UP	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	UMK	UMKMQ	
14R-LS	LA	LINE SPLITTING	End User Ordering - Central Office Based - Line Splitting - per line activation DLEC owned splitter	UEPSR, UEPSB	UREOS	
14R-LS	LA	LINE SPLITTING	End User Ordering - Central Office Based - Line Splitting - per line activation AT&T owned - physical	UEPSR, UEPSB	UREBP	
14R-LS	LA	LINE SPLITTING	End User Ordering - Central Office Based - Line Splitting - per line activation AT&T owned - virtual	UEPSR, UEPSB	UREBV	
14R-LS	LA	LINE SPLITTING	End User Ordering - Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter	UEPSR, UEPSB	URERS	
14R-LS	LA	LINE SPLITTING	End User Ordering - Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter [DISCONNECT]	UEPSR, UEPSB	URERS	
14R-LS	LA	LINE SPLITTING	End User Ordering - Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter	UEPSR, UEPSB	URERA	
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1	UEPSR, UEPSB	UEALS	1
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1 [DISCONNECT]	UEPSR, UEPSB	UEALS	1
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1	UEPSR, UEPSB	UEABS	1

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1 [DISCONNECT]	UEPSR, UEPSB	UEABS	1
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	UEPSR, UEPSB	UEALS	2
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 [DISCONNECT]	UEPSR, UEPSB	UEALS	2
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	UEPSR, UEPSB	UEABS	2
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2 [DISCONNECT]	UEPSR, UEPSB	UEABS	2
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	UEPSR, UEPSB	UEALS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 [DISCONNECT]	UEPSR, UEPSB	UEALS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	UEPSR, UEPSB	UEABS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 [DISCONNECT]	UEPSR, UEPSB	UEABS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 1	UEPSR, UEPSB	UEARS	1
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 1 [DISCONNECT]	UEPSR, UEPSB	UEARS	1
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2	UEPSR, UEPSB	UEARS	2

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2 [DISCONNECT]	UEPSR, UEPSB	UEARS	2
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3	UEPSR, UEPSB	UEARS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3 [DISCONNECT]	UEPSR, UEPSB	UEARS	3
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	UEPSR, UEPSB	PE1LS	
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting [DISCONNECT]	UEPSR, UEPSB	PE1LS	
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting	UEPSR, UEPSB	VE1LS	
14R-LS	LA	LINE SPLITTING	Unbundled Exchange Access Loop - Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting [DISCONNECT]	UEPSR, UEPSB	VE1LS	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	UDF	1L5DF	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof	UDF	UDF14	
13	LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
13	LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
13	LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
13	LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
13	LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
13	LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
13	LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
13	LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
13	LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Extended Frame Option - per DS1	U1TD1, UNC1X	CCOEF	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Extended Frame Option - per DS1 [DISCONNECT]	U1TD1, UNC1X	CCOEF	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Super FrameOption - per DS1	U1TD1, UNC1X	CCOSF	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability Super FrameOption - per DS1 [DISCONNECT]	U1TD1, UNC1X	CCOSF	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	U1TD1, UNC1X, USL	NRCCC	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1 [DISCONNECT]	U1TD1, UNC1X, USL	NRCCC	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: C-bit Parity Option - Subsequent Activity - per DS3	U1TD3, UE3, UNC3X	NRCC3	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: C-bit Parity Option - Subsequent Activity - per DS3 [DISCONNECT]	U1TD3, UE3, UNC3X	NRCC3	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1/DS0 Channel System	UNC1X	MQ1	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS3/DS1Channel System	UNC3X	MQ3	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop	UEA	1D1VG	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop	UNCVX	1D1VG	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI in combination	UNC1X	UC1D1	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for Stand Alone Interoffice Channel	U1TD1	UC1D1	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: DS1 COCI - for DS1 Local Loop	USL, NTCD1	UC1D1	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Wholesale - UNE, Switch-As-Is Conversion Charge	UNCVX, UNC1X, UNC3X, XDH1X, HFQC6, XDD2X,-XDV6X	UNCCC	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	U1TVX, U1TD3, UDF, UE3	URES	
13	LA	ADDITIONAL NETWORK ELEMENTS	Optional Features & Functions: Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	U1TVX, U1TD3, UDF, UE3	URESP	
13	LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	
13	LA	COMMINGLING	Commingling Authorization	UNCVX, UNC1X, UNC3X, U1TD3, UE3, U1TVX	CMGAU	
13	LA	COMMINGLING	Commingled VG COCI	XDV2X	1D1VG	
13	LA	COMMINGLING	Commingled 4-wire Local Loop Zone 1	XDV6X	UEAL4	1
13	LA	COMMINGLING	Commingled 4-wire Local Loop Zone 2	XDV6X	UEAL4	2
13	LA	COMMINGLING	Commingled 4-wire Local Loop Zone 3	XDV6X	UEAL4	3
13	LA	COMMINGLING	Commingled DS1 COCI	XDH1X	UC1D1	
13	LA	COMMINGLING	Commingled DS1 Interoffice Channel	XDH1X	U1TF1	
13	LA	COMMINGLING	Commingled DS1 Interoffice Channel Mileage	XDH1X	1L5XX	
13	LA	COMMINGLING	Commingled DS1/DS0 Channel System	XDH1X	MQ1	
13	LA	COMMINGLING	Commingled DS1 Local Loop Zone 1	XDH1X	USLXX	1
13	LA	COMMINGLING	Commingled DS1 Local Loop Zone 2	XDH1X	USLXX	2
13	LA	COMMINGLING	Commingled DS1 Local Loop Zone 3	XDH1X	USLXX	3
13	LA	COMMINGLING	Commingled DS3 Local Loop	HFQC6	UE3PX	
13	LA	COMMINGLING	Commingled DS3/DS1 Channel System	HFQC6	MQ3	
13	LA	COMMINGLING	Commingled DS3 Interoffice Channel	HFQC6	U1TF3	
13	LA	COMMINGLING	Commingled DS3 Interoffice Channel Mileage	HFQC6	1L5XX	

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13	LA	COMMINGLING	UNE to Commingled Conversion Tracking	XDH1X, HFQC6	CMGUN	
13	LA	COMMINGLING	UNE to Commingled Conversion Tracking [DISCONNECT]	XDH1X, HFQC6	CMGUN	
13	LA	COMMINGLING	SPA to Commingled Conversion Tracking	XDH1X, HFQC6	CMGSP	
13	LA	COMMINGLING	SPA to Commingled Conversion Tracking [DISCONNECT]	XDH1X, HFQC6	CMGSP	