

INTERCONNECTION AGREEMENT

BETWEEN

NEXTLINK CALIFORNIA, INC.

AND

PACIFIC BELL

INTERCONNECTION AGREEMENT	5
RECITALS	5
DEFINITIONS.....	5
NETWORK INTERCONNECTION	12
Interconnection Within Each LATA.....	12
Single POI Model	13
Sizing and Structure of Interconnection Facilities.....	13
Trunking Directionality	13
Common Channel Signaling and Signaling Protocol	14
Local Interconnection Trunk Arrangements.....	14
Meet Point Trunking Arrangements	15
Combination Interconnection Trunk Groups.....	18
Control Office Functions	18
Testing and Trouble Responsibilities	18
Bilateral Agreements	19
Performance Standards and Measurements	19
Interconnection Forecasting.....	20
Interconnection Grade Of Service	21
Interconnection Deployment.....	21
Interconnection Trunk Servicing	21
Network Management.....	22
Tariffed Services.....	22
End User Repair Calls.....	23
Referral Services.....	23
NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS	23
Links	23
Transport.....	30
Ports/Local Switching.....	30
Cross Connects	30
Multiplexing.....	30

Nondiscriminatory Access to Databases and Associated Signaling	30
Forecasts for Certain Unbundled Network Elements	30
Interconnection and Network Element Request Process	31
NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY	32
EMERGENCY SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL COMPLETION SERVICES (E9-1-1, 0-)	33
Emergency Services.....	33
Directory Assistance	34
Call Completion Service	35
WHITE PAGE DIRECTORY LISTINGS.....	35
NONDISCRIMINATORY ACCESS TO NUMBER RESOURCES	36
NUMBER PORTABILITY	37
Interim Number Portability	37
Permanent Number Portability	38
Requirements for INP and PNP	38
LOCAL DIALING PARITY	40
RECIPROCAL COMPENSATION ARRANGEMENTS.....	40
TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE	46
COLLOCATION AND MID SPAN MEETS	47
Physical Collocation	47
Shared Space Collocation	49
Microwave Collocation.....	50
POT Bay Engineering.....	61
Virtual Collocation	61
Mid-Span Meet Arrangements.....	61
MEET POINT BILLING ARRANGEMENTS	63
Data Format and Data Transfer.....	64
LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING.....	65
AUDIT PROCESS.....	66
AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES	67
Usage Sensitive Compensation.....	67
Billing and Collection Compensation.....	67

MOST FAVORABLE TERMS AND TREATMENT	67
DISPUTE RESOLUTION AND BINDING ARBITRATION	68
FORCE MAJEURE	69
REGULATORY DECISION.....	69
REGULATORY APPROVAL	69
INTEGRATION	70
TERM OF AGREEMENT.....	70
EFFECTIVE DATE.....	70
AMENDMENT OF AGREEMENT	70
LIMITATION OF LIABILITY	70
LIMITATION OF LIABILITY FOR ENVIRONMENTAL CONTAMINATION.....	70
INDEMNITY	71
ASSIGNMENT.....	71
CONTROLLING LAW	71
DEFAULT	71
NONDISCLOSURE	72
EXECUTION IN DUPLICATE	73
NOTICES.....	73

INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of this ____ day of _____, 2000, is between NEXTLINK California, Inc. ("CLEC"), a California corporation, and PACIFIC BELL ("Pacific"), a California corporation.

RECITALS

WHEREAS, a major purpose of the Telecommunications Act of 1996 ("the Act") is to permit and encourage the vigorous competition that provides widespread consumer choice and less government regulation in all segments of the telecommunications industry; and

WHEREAS, the most effective way to achieve this purpose is to eliminate any perceived or real market power possessed by some carriers; and

WHEREAS, this Agreement is intended to promote independent, facilities-based local exchange competition by encouraging the rapid and efficient interconnection of competing local exchange service networks; and

WHEREAS, the Parties seek to accomplish interconnection in a technically and economically efficient manner in accordance with all requirements of the Act; and

WHEREAS, Section 252 of the Act mandates good faith negotiations between incumbent Local Exchange Carriers and any telecommunications carrier requesting interconnection without regard to the standards set forth in subsections (b) and (c) Section 251 of the Act;

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, CLEC and Pacific hereby covenant and agree as set forth in this Agreement.

DEFINITIONS

1. "Antenna" means a sectorized radiator, no more than thirty (30) inches in diameter, with an external radio unit appended to it.
2. "Assured Links" are 2-wire analog voice grade Links that support analog transmission of 300-3000 Hz with loss no greater than 5.5db, dial repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the end user). This Link is commonly used for local dial tone service for business customers only.
3. "Automatic Number Identification" or "ANI" is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

4. "Basic Links" are 2-wire analog voice grade Links that support analog transmission of 300-3000 Hz with loss no greater than 8db, dial repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the end user). This Link is commonly used for local dial tone service for residence and business customers.
5. "Basic Rate ISDN capable Links" are 2-wire ISDN digital grade Links that support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel with a loss no greater than 38db. measured at 40,000 Hz with 135 ohms at the POI and at the MPOE.
6. "Busy Line Verification" or "BLV" refers to a service in which an end user requests an operator to confirm the busy status of a line.
7. "Busy Line Verification and Interrupt" or "BLVI" refers to a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
8. "Calling Party Number" or "CPN" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.
9. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are switches from which end user Exchange Services are directly connected and offered.

"Tandem Switches" which are switches that are used to connect and switch trunk circuits between and among Central Office Switches and IXC switches.

Central Office Switches may be employed as combination End Office/Tandem Switches.
10. "Centralized Message Distribution System" ("CMDS") is the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.
11. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
12. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
13. "Combination" shall have the meaning set forth in 47 C.F.R. Section 51.35.

14. "Combination Interconnection Trunk Group" means a trunk group that combines local interconnection traffic and traffic from jointly provided Switched Access service.
15. "Commission" means the California Public Utilities Commission.
16. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network presently used by telecommunications carriers.
17. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements. There may be more than one such point of contact.
18. "Cross Connect" means an intra-wire center channel connecting separate pieces of telecommunications equipment.
19. "DSX Panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
20. "DS-1" is a digital signal rate of 1.544 Megabits Per Second ("Mbps").
21. "DS-3" is a digital signal rate of 44.736 Mbps.
22. "EISCC" (Expanded Interconnection Service Cross Connect) refers to the connection between the collocation point of termination ("POT Bay") and the unbundled Network Element or interconnection point to a switched or dedicated arrangement or service in Pacific's network.
23. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
24. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.
25. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes but may not be limited to basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.

26. "FCC" means the Federal Communications Commission.
27. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., between or among networks.
28. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
29. "Interim Number Portability" or "INP" means the delivery of SPNP capabilities through the use of switch-based call routing. INP arrangements cannot support certain CLASS features.
30. "ISDN" means Integrated Services Digital Network, which is a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice and/or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.
31. "LATA" means Local Access Transport Area, which denotes a geographical area established for the provision and administration of communications services. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes (based on the Modification of Final Judgment).
32. "Link" is a component of an Exchange Service. For purposes of general illustration, the Link is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Pacific Wire Center, to a demarcation or connector block in/at a customer's premises.
33. "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
34. "Local Exchange Routing Guide" or "LERG" is a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
35. "Local Exchange Traffic" means traffic originated on the network of a LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, including intraLATA toll traffic and traffic originated to or terminated from LECs not party to this Agreement. Local Exchange Traffic does not include traffic that is routed to or terminated from the network of an IXC.
36. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using the Bellcore Technical Reference GR-317, as well as WSP traffic, using the appropriate technical references.

37. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs or by one LEC in two or more states within a single LATA.
38. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
39. "Meet Point Billing" refers to a billing arrangement used when two LECs jointly provide a Switched Access service over Meet Point Trunks, with each LEC receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the LECs will decide whether a single bill or multiple bill will be sent.
40. "Meet Point Trunks/Trunk Groups" are used for the joint provision of Switched Access services, utilizing the Bellcore Technical Reference GR-394.
41. "Mid Span Meet" is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for its portion of the transmission facility.
42. "NANP" means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
43. "Network Element" is a facility or item of equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.
44. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA

areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.

45. "NXX", "NXX Code" or "Central Office Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
46. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance, BLV/BLVI, 900, 976, transiting calls from other LECs, WSP traffic and interLATA Switched Access calls are not included in the calculation of PLU.
47. "Permanent Number Portability" or "PNP" means the delivery of SPNP capabilities through the use of call routing and addressing capabilities using new database queries, without impairment of quality, reliability, or convenience. PNP arrangements will be designed to support all CLASS features.
48. "Point of Interconnection" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection. POIs may include a number of different technologies and/or technical interfaces based on the Parties' mutual agreement.
49. "Physical Collocation" means the physical placement of equipment of one LEC, necessary for interconnection or access to unbundled Network Elements, at the Wire Center of the other LEC. It is an interconnection architecture in which the collocated carrier extends network transmission facilities to a collocation space, with access on a seven days a week, 24 hours a day basis, within a Wire Center in the network of a second carrier.
50. "Port" means a component of an Exchange Service; for purposes of general illustration, the Port includes a line card and associated peripheral equipment on an end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address.
51. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services.
52. "Rating Point" is the geographical location described by the V&H coordinates associated with the NPA-NXX for rating purposes.
53. "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC

which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.

54. "Service Control Point" or "SCP" is the node in the CCS network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
55. "Service Provider Number Portability" or "SPNP" means the ability of users of telecommunications services to retain existing telephone numbers when switching from one LEC to another but remaining in the same geographic area.
56. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.
57. "Switched Access" service means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
58. "T-1/DS1 (4-Wire) Capable Links" are Links that will support full duplex transmission of serial data at 1.544 Mbps.
59. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
60. "Trunk-Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
61. "Virtual Collocation" means a collocation arrangement in which the collocator's facilities are terminated into a Wire Center of a LEC and are connected to LEC facilities that are provided and maintained by the LEC on behalf of the collocator for the primary purpose of interconnecting the collocator's facilities to the facilities of the LEC.
62. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits

are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located.

- 63. "Wireless Service Provider" or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") (e.g., cellular service provider, Personal Communications Services provider or paging service provider).
- 64. "xDSL" refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service.

I. NETWORK INTERCONNECTION [the Act, Section 271(c)(2)(B)(i)]

Compensation terms for services described in this Section are set forth in the Reciprocal Compensation Section below.

This Section describes the interconnection of the facilities and equipment of CLEC and Pacific for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service.

A. Interconnection Within Each LATA

Unless otherwise agreed and specified in Appendix A, the Parties will interconnect with each and every access tandem in the LATA(s) in which the Parties originate traffic. In addition, unless otherwise described in Appendix A, neither Party may route Local Interconnection Traffic to the other Party's access tandem if such traffic is destined for an NXX which subtends another tandem. In addition to the tandem interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office. Such additional Local Interconnection Trunk Groups will be identified in Appendix A or amendments thereto.

The Parties agree that in multi-tandem LATAs (i.e., LATAs where the tandem Party operates more than one access tandem) a LATA-wide terminating arrangement may be selected. Under such an arrangement, interconnection is established at a single tandem designated by the tandem Party for termination of all Local Exchange Traffic destined for any end office that subtends one of the access tandems operated by the tandem Party.

The Parties may interconnect their networks through existing and/or new facilities between their respective switches. The CLEC switch, if any, the CLEC routing

point (if any), the POI and Pacific's switch will be listed for each interconnection. A table of such interconnections is attached as Appendix A and is incorporated herein by reference. Amendments to Appendix A may be made by either Party, upon 30 days written notice and acceptance by the other Party. Acceptance will not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Agreement.

B. Single POI Model

Interconnection for each trunk group between pairs of the Parties' switches and/or routing points for the exchange of local and intraLATA toll and jointly provided Switched Access traffic shall be at a single POI.

CLEC will be responsible for engineering its network on its side of the POI frame. Pacific will be responsible for engineering the POI frame (if any) and its network on its side of the POI frame.

C. Sizing and Structure of Interconnection Facilities

The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, except as modified below.

When interconnecting at Pacific's tandems, the Parties agree to establish Bipolar Zero Substitution Extended Super Frame ("B8ZS ESF") two-way trunks where technically feasible for the sole purpose of transmitting 64Kbps Clear Channel Capability ("CCC") data calls between them. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, LEC, or Pacific internal customer demand for 64Kbps CCC trunks.

When interconnecting at Pacific's digital End Offices, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

All interconnection facilities between the Parties will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

D. Trunking Directionality.

Local Interconnection Trunk Groups, Meet Point Trunk Groups and Combined Interconnection Trunk Groups will be installed as two-way trunk groups. Separate two-way FGD trunks will be established for Switched Access traffic where one of the Parties is operating as an IXC and such arrangements are specifically excluded. Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis.

E. Common Channel Signaling and Signaling Protocol

The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks and access to databases such as 800 and Line Information Data Base ("LIDB"), where CLEC requests such access from Pacific. CLEC may establish CCS interconnections with Pacific either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters, as may be deployed by either Party for its use, will be provided, including CPN. Neither Party will be required by the other Party to deploy any CCS signaling parameters not already deployed within its network. All privacy indicators will be honored.

F. Local Interconnection Trunk Arrangements

1. Where a LATA-wide terminating option is selected, the Parties shall deliver to the designated LATA-wide tandem only those publicly-dialable NPA-NXX codes which subtend either the designated tandem or one of the other tandems in that LATA operated by the LATA-wide provider.
2. Unless otherwise agreed as in Section I.F.1, above, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an access tandem only for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those WSPs that directly subtend the access tandem.
3. Where end office trunking is used, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an end office only for those publicly-dialable NPA NXX codes served by that end office.
4. With respect to the interconnection provided for in Sections I.F.1 - I.F.3, above, the source for the routing instructions shall be the LERG, except as

specified in Appendix A. In any case, Pacific will not be required to route calls destined to CLEC NXXs via another LEC tandem.

5. Where either Party delivers over the Local Interconnection Trunk Group miscellaneous calls (*i.e.*, time, weather, NPA-555, Busy Line Verify/Interrupt, 976, California 900, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
6. Either Party may terminate Directory Assistance calls over the Local Interconnection Trunk Groups using NPA-555 routing.
7. Toll Free Service calls will be routed over Meet Point Trunks unless the end office Party performs the SSP function and the 800 SCP returns an intraLATA POTS-routable number and a CIC of 110. In such a case, these calls will be routed over the Local Interconnection Trunk Groups, if the POTS-routable number returned is located in one of the Party's networks.
8. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.
9. N11 codes (*i.e.*, 411, 611, 911) shall not be sent between the Parties' networks over the Local Interconnection Trunk Groups.
10. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

G. Meet Point Trunking Arrangements

1. In meet point trunking arrangements, either Party can provide the tandem transport and switching functions and either Party may use Meet Point Trunks to send and receive Feature Group B and D ("FGB" and "FGD") calls from Switched Access customers who are connected to the other Party's access tandem. Switched Access customers will direct which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties.

2. Two-way trunks will be established to enable CLEC and Pacific to jointly provide FGB and FGD Switched Access services.
3. The Parties will use facilities and two-way trunk groups separate from the Local Interconnection Trunk Groups for Meet Point Trunks (unless Combination Interconnection Trunk Groups are used as described below). Where separate facilities are used for Meet Point Trunks, neither Party will charge the other Party for these facilities, including multiplexing and Cross Connects.
4. In the case of Switched Access services provided through either Party's access tandem, neither Party will offer blocking capability for Switched Access customer traffic delivered to the other Party's tandem for completion on that Party's network. Neither Party shall have any responsibility to ensure that any Switched Access customer will accept traffic the other Party directs to the Switched Access customer.
5. The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office where such connection exists and is available. Where no end office connection exists or is available, traffic received from Switched Access customers shall in all cases be sent to the other Party's tandem under which the end office is homed.

Traffic sent to Switched Access customers shall in all cases be routed from the end office through only one tandem of either Party to the Switched Access customer. The Parties understand and agree that the Switched Access customer may select which Party's access tandem is used for traffic sent to the Switched Access customer. Proof of such selection shall be in the form of ASRs from the Switched Access customer.

6. The Parties will provide all CCS signaling including, but not limited to, Charge Number and originating line information ("OLI"). For terminating FGD, either Party will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection ("TNS") parameter (CCS environment) and CIC/OZZ information (non-CCS environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where CIC/OZZ or TNS information has not been provided to the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will make reasonable efforts to obtain any necessary CIC/OZZ codes directly from Switched Access customers who use such codes. The Parties will follow all OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.

7. CCS shall be used in conjunction with Meet Point Trunks, except multifrequency ("MF") signaling must be used on a separate Meet Point Trunk Group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. For terminating FGD access from Switched Access customers that use MF FGD, the tandem Party will, as a first choice, complete those calls to the end office provider over the CCS Meet Point Trunk Group. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
8. All originating Toll Free Service calls for which the end office Party requests that the tandem Party perform the SSP function (e.g., perform the database query) shall be delivered to the tandem Party using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
9. All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by the end office Party using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend the tandem or the designated LATA-wide tandem to which the calls are delivered.
10. Originating Feature Group B calls delivered to either Party's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving access tandem.

H. Combination Interconnection Trunk Groups

1. The Parties agree to work cooperatively to combine all functionalities of Local Interconnection Trunk Groups and Meet Point Trunk Groups on a single Combination Interconnection Trunk Group at any feasible point of interconnection where either Party desires, except in connection with the LATA-wide terminating option.
2. The initial decision as to whether the use of Combination Interconnection Trunk Groups is feasible, including a determination of switched software compatibility, ordering procedures and billing procedures, will be made no later than four months from the effective date of this Agreement.
3. If the use of Combination Interconnection Trunk Groups is found to be not feasible at that time, a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups will occur at six month intervals at either Party's option through the term of the Agreement.
4. At the time that the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:
 - a. any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
 - b. the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunks and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within 6 months from that time. There shall be no charges by either Party for this conversion.

I. Control Office Functions

The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

The end office Party is responsible for all Control Office functions for the Meet Point Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

J. Testing and Trouble Responsibilities

CLEC and Pacific shall:

1. Cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
3. Notify each other when there is any change affecting the service requested, including the due date.
4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
6. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
7. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
8. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
9. Based on the trunking architecture, mutual tests for system assurance for the proper recording of AMA records in each company's switch must be in place. These tests are repeatable on demand by either Party upon reasonable notice.

K. Bilateral Agreements

The Parties shall implement within 180 days of the effective date of this Agreement, a bilateral agreement regarding the technical and operational interfaces and procedures that are set forth in Appendix B.

L. Performance Standards and Measurements

The Parties have agreed to certain performance standards and measurements which are attached to this Agreement as Appendix C.

M. Interconnection Forecasting

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than twice per year.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Such forecasts shall be nonbinding on the Parties. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Intercompany forecast information must be provided by the Parties to each other on a semi-annual basis. The semi-annual forecasts shall include:
 - a. Yearly forecasted trunk quantities shall include:
 - (1) Tandem Local Interconnection and Meet Point Trunks;
 - (2) Tandem-subtending Local Interconnection and end office equivalent Meet Point Trunk requirements; and
 - (3) Direct end office Local Interconnection Trunks
 - b. For a minimum of three (current and plus-1 and plus-2) years;
 - c. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - d. A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following six months. Where either Party plans to terminate traffic of other LECs over Local Interconnection Trunk Groups, the Parties will jointly plan for the effects on their networks. This planning will include the issues of network capacity, forecasting and compensation calculation (including verification of PLU).
3. If differences in the semi annual forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk

Group, the companies shall meet to reconcile the forecast to within 24 DSO trunks.

4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity unless otherwise agreed. In all cases, a probability of blocking equal to that specified below in Subsection N shall be maintained.
5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

N. Interconnection Grade Of Service

A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

O. Interconnection Deployment

The Parties agree to develop and implement engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional Local Interconnection Trunk Groups and Meet Point Trunk Groups. The Parties agree to establish these additional Local Interconnection Trunks and Meet Point Trunks, subject to the availability of facilities and trunk equipment, as soon as the actual or projected traffic volumes between any two switches or Routing Points reaches a total volume equivalent to 225,000 minutes of use or more per month for a period of two consecutive months. However, the Parties may choose not to establish these trunks only by mutual agreement.

P. Interconnection Trunk Servicing

Orders from CLEC to Pacific to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") using Pacific's CESAR electronic ordering interface as the means of transmitting such orders. The Parties agree to cooperate in the establishment of Network Data Mover ("NDM") capability to exchange orders.

As discussed in this Agreement, both Parties will jointly manage the capacity of all interconnection trunk groups. Pacific's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to CLEC or its designee by mail or facsimile to trigger changes Pacific desires to the

interconnection trunk groups based on Pacific's capacity assessment. CLEC will issue an ISR to Pacific's Local Interconnection Service Center ("LISC"):

1. within 10 business days after receipt of the TGSR, upon review of and in response to Pacific's TGSR, or
2. at any time as a result of CLEC's own capacity management assessment, to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Pacific's Switched Access service.

Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. In this context, major projects are those that require the coordination and execution of multiple orders or related activities between and among the Parties' work groups, including but not limited to the initial establishment of Local Interconnection, Combination Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

Q. Network Management

1. Protective Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
4. High Volume Calling Trunk Groups. CLEC and Pacific shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

R. Tariffed Services

Either Party may opt at any time to terminate to the other Party some or all of its traffic via any tariffed service offered by the other Party (within the terms of the other Party's tariff), or any service governed by a contract (within the terms of the contract) between the two Parties. Any such rearrangements resulting from such election shall require appropriate notification to the other Party, joint planning, forecasting and project management.

S. End User Repair Calls

The Parties will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus. In the case of misdirected repair calls, the called Party shall refer the caller to the correct party, Neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications, beyond the direct referral (if any) to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.

T. Referral Services

When an end user customer changes from Pacific to CLEC, or from CLEC to Pacific, and does not retain its original telephone number, and the end user customer (or the customer's new provider on behalf of the customer) requests provision of a referral announcement, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this customer. This announcement will be provided for the standard period specified in each Party's exchange service tariff in effect as of the date this Agreement is executed. There will be no charge for this service during the first three year term of this Agreement. After that three year term ends, the service will be provided at tariffed rates, if any, unless otherwise agreed by the Parties.

II. NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)]

Pacific shall provide CLEC access to the following unbundled Network Elements for the provision of telecommunications services by CLEC. CLEC, at its option, may combine such Network Elements from Pacific with elements of its own network to provide such services. Pacific's prices charged to CLEC will be no greater than the cost of providing the Network Element, including a reasonable profit.

A. Links. [the Act, Section 271(c)(2)(B)(iv)]

Pacific will make the following unbundled Links available as set forth below:

- Basic Links.

- Assured Links.
 - 2-Wire Digital ISDN/xDSL Capable Links.
 - T-1/DS1 (4-wire) capable Links.
1. Description of Link Service. Link Service consists of transport between the minimum point of entry ("MPOE") at an end user premises and a POI in the Pacific Wire Center from which the transport is extended. At its sole discretion, Pacific will provide Link Service over technology that meets the defined parameters for each Link type.
 2. Use and Suitability of Link Service. Link Service may not be used to provide any service that would degrade or otherwise adversely affect Pacific's network services.
 3. Availability of Link Service. Link Service is available to CLEC from all Pacific Wire Centers on a first-come, first-served basis (applicable to all carriers, including Pacific) and subject to the availability of facilities at the MPOE at the premise of the CLEC end user customer. Certain of Pacific's geographical areas are served solely via Digital Loop Carrier. In such areas, ISDN-capable Links will not be provided unless the Digital Loop Carrier has the technological capability to provide ISDN to end-users.
 4. Interconnection to Link Service at Central Office POI. CLEC must connect Link Service either:
 - a. via EISCC to a CLEC collocated transport facility in the Pacific central office from which Link Service is extended; or
 - b. by means of Unbundled Services Cross Connect ("USCC") connected to unbundled dedicated transport; or
 - c. via EISCC to a third party's collocated transport facility in the Pacific central office from which Link Service is extended.
 5. Link Service Prices.

Pacific will provide Link Service at the prices set forth below until the rates determined by the Commission in the OANAD proceeding (R. 93-04-003/I. 93-04-002) are effective. At such time those rates shall replace the rates below. Alternatively, with the exception of the 4-Wire Digital Link prices, as explained in Section II.A.5.c below, CLEC has the option of paying the Link rates set forth below until December 31, 1999.

The prices set forth herein do not include Commission or FCC mandated surcharges or applicable taxes. For partial months, Pacific will prorate the monthly charge on a per day rate.

Pacific shall charge nonrecurring and monthly recurring rates as set forth below for each Link (which nonrecurring and recurring rates include the EISCC), plus applicable multiplexing, if requested. All Link prices include any applicable End User Common Line and Carrier Common Line flat rate equivalent charges.

Business Link Zones referred to below are defined as shown in Appendix D. Residence Link Zones referred to below are defined as shown in Appendix E.

a. Basic and Assured Links:

Recurring Rates:

Business (Basic and Assured)

Zone 1	Zone 2	Zone 3
\$13.81	\$15.81	\$20.81

Residence (Basic only)

Zone 1	Zone 2	Zone 3
\$15.21	\$18.31	\$22.71

Nonrecurring rates:

Business Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for measured business service (1MB).

Business Assured Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for Assured PBX Trunks.

Residence Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for flat-rated residence service (1FR), plus a \$50 service charge for each service order at each customer MPOE.

b. 2-Wire Digital ISDN/xDSL Capable Links:

Recurring Rates:

Business 2-Wire Digital ISDN/xDSL Capable Links

Zone 1	Zone 2	Zone 3
\$20.06	\$23.06	\$30.56

Residence 2-Wire Digital ISDN/xDSL Capable Links

Zone 1	Zone 2	Zone 3
\$22.06	\$25.06	\$32.56

Nonrecurring rates:

Business 2-Wire Digital ISDN/xDSL Capable Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for business basic rate ISDN.

Residence 2-Wire Digital ISDN/xDSL Capable Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for residential basic rate ISDN.

c. 4-Wire Digital (1.544 mbps Capable) Link:

This Pacific Unbundled Network element (4-wire) is a 1.544 mbps capable Link. It will be conditioned with or without digital repeaters. The prices for this Link are as follows and they are subject to OANAD. Once the Commission determined prices for this Link are adopted, said prices will be substituted for these interim prices and shall apply for the remainder of the Term of this Agreement.

Monthly Recurring:

- Statewide price (no Zone pricing): \$88.68

Nonrecurring Charges:

- Service Order: \$202.77
- Connect Charge: \$527.49
- Disconnect Charge: \$264.71

6. Cancellation charge. A cancellation charge may apply if CLEC cancels an order for any type of Link after provisioning has begun and prior to completion, as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.
7. Assigned Telephone Number. Each Party is responsible for assigning any telephone numbers necessary to provide its end users with Exchange Service.
8. Billing and Payment. Pacific will bill and CLEC will pay Link Service bills in accordance with Pacific's billing, bill dispute resolution, late payment charges and disconnection for nonpayment requirements as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.
9. Ordering. CLEC must order Link Service via ISR forms using Pacific's CESAR System. Pacific will provide CLEC access to CESAR at no charge and initial training in its use for ordering Link Service.
10. Provisioning Intervals. Basic, Assured and 2-Wire Digital ISDN/xDSL Capable Links are provided within the same period of time Pacific provisions its like exchange service at that time in the same area using similar facilities requiring field work (wiring). When available, T-1/DS1 Links will have intervals identical to the intervals for Pacific's provisioning of its own hi-cap services. Intervals for a project (20 or more lines to a single end user MPOE on a request at the same time) are established on a negotiated interval basis between CLEC and Pacific's Local Operations Center ("LOC").
11. Service Coordination. Link Service will be provided on the due date and, if requested, will be provided during a 4-hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.). Additional service coordination is charged as additional labor billing per Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section. 13. Links are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.

The following coordination procedures apply only to Business Basic Links ordered as a project (20 or more lines to a single end user MPOE on a request at the same time): On each Link order in a Wire Center, CLEC will contact Pacific and the Parties will agree on a cutover time at least two business days before that cutover time. The cutover time will be defined as a 60 minute window within which both the CLEC and Pacific personnel will make telephone contact to begin the cutover activity. Coordination for Business Basic Links meeting the definition of a project (in this paragraph) will be provided by the Parties at no charge.

Within the appointed 60 minute cutover time, the CLEC person will call the LOC and when the LOC is reached in that interval such work will be promptly performed. If the CLEC person fails to call or is not ready within the appointed interval and if CLEC had not called or faxed a request to reschedule the work at least two hours prior to the start of the interval, CLEC and Pacific will reschedule the work order and CLEC will pay the nonrecurring charge for the Link or Links scheduled for the missed appointment. In addition, nonrecurring charges for the rescheduled appointment will apply.

If the LOC is not available or not ready at any time during the 60 minute interval, CLEC and Pacific will reschedule and Pacific will waive the nonrecurring charge for the Link or Links scheduled for that interval and the rescheduled installation. If the LOC is available but the work is not begun promptly (within 15 minutes of the LOC contact), Pacific will waive the nonrecurring charge for the Link or Links scheduled for that interval. The standard time expected from disconnection of service on a line to the connection of the Link to the CLEC collocation arrangement or transport is 5 minutes. If Pacific is solely responsible for a line being out of service for more than 30 minutes, Pacific will waive the nonrecurring charge for that Link. If unusual or unexpected circumstances extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of CLEC.

In addition, if CLEC has ordered INP as part of the Link installation, Pacific will implement the INP service coincident with the Link installation; provided, separate INP nonrecurring charges will apply, where appropriate.

12. Maintenance and Testing. CLEC is responsible for receiving and coordinating resolution of all end user trouble reports involving Link Service. CLEC will isolate any trouble to the Link portion of the service before contacting Pacific's LOC to report the trouble. Pacific will charge CLEC additional labor billing charges when the trouble is referred to Pacific and the trouble is found to be either on the customer side of the MPOE or on the CLEC side of the POI or collocation POT Bay.
13. Responsibilities of the Parties.
 - a. Thirty days prior to submitting any Link Service orders CLEC shall provide to Pacific forecasts of number of Links at a Wire Center level. This includes associated additional line ("ADL") requirements when Pacific's primary residential POTS service is

not to be disconnected in the establishment of Link Service. CLEC shall provide such forecasts on a semi-annual basis.

- b. The Parties agree that CLEC will be the single point of contact for its end user customers.
- c. Pacific will not provide repair or other assistance to CLEC end user customers except to refer such persons who call Pacific to CLEC. CLEC will provide Pacific with CLEC's toll-free service referral number.
- d. If, and only if, CLEC's end user customer controls access to the MPOE, CLEC must ensure that Pacific has access to the MPOE at the CLEC end user customer's premises as described in Pacific's Schedule Cal. P.U.C. Tariff No. A2, Section 1.19.
- e. CLEC warrants that for each end user for whom CLEC orders disconnection of Pacific exchange service, CLEC has received proper authorization from that end user to order such disconnection. CLEC shall obtain and verify such authorization using standard industry practices, such as in certain circumstances third-party verification.
- f. The Parties agree to abide by existing and future Commission rules that address slamming of local exchange customers by LECs.
- g. CLEC is responsible for providing end user customer listing information to obtain E9-1-1 Service, Directory Assistance (411) and/or Directory listings. Such listing information will be submitted to Pacific via electronic transfer whenever practicable. These services are provided pursuant to Pacific's tariffs, except as modified by this Agreement, and are subject to Commission requirements.
- h. If Pacific terminates or CLEC disconnects any Link Service, Pacific will have no obligation to have any communication with CLEC's customer in connection with such termination or disconnection.
- i. The Parties acknowledge that CLEC may assign an unbundled link and an unbundled switching line port to work as a single circuit. However, where such Unbundled Network Elements are not contiguous, they do not constitute a Combination. In such a non-contiguous configuration, CLEC shall be responsible for coordinating all ordering, provisioning, and maintenance activities

associated with the service provided by these non-contiguous Unbundled Network Elements.

- j. In provisioning CLEC's orders for unbundled network elements, Pacific shall do so in a manner that is consistent with CLEC's channel assignments (Bay panel and jack).

B. Transport. [the Act, Sec. 271(c)(2)(B)(v)]

Pacific will make available unbundled local transport as described in Appendix F of this Agreement.

C. Ports/Local Switching. [the Act, Section 271(c)(2)(B)(vi)]

Pacific will make available unbundled local switching and line side Ports as described in Appendix F of this Agreement.

D. Cross Connects.

Pacific will make available unbundled Cross Connects between CLEC's collocation arrangements and any interconnection to Pacific's unbundled Network Elements. Rates for unbundled Cross Connects, other than the EISCC described above, are listed in Appendix F.

E. Multiplexing.

Pacific will make available multiplexing services in connection with Pacific's unbundled transport or other Pacific services or Pacific's unbundled Network Elements. Rates for multiplexing services are listed in Appendix F.

F. Nondiscriminatory Access to Databases and Associated Signaling [the Act, Section 271(c)(2)(B)(x)]

Pacific will make available, as described elsewhere in this Agreement, interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion between the Parties. Pacific will also make available unbundled SS7 signaling links (i.e., A, and D links) for connection to Pacific's STPs.

Pacific will make available access to Toll Free Service and LIDB databases through its STPs on a per query basis. If any additional databases are determined to be required under the Act as necessary for call routing and completion, Pacific will make such databases and associated signaling available to CLEC. Rates for access to databases and associated signaling are listed in Appendix F.

G. Forecasts for Certain Unbundled Network Elements.

For the first six months after CLEC's first order for any Unbundled Network Element (UNE), CLEC shall provide to Pacific forecasts of the number of each such UNE arrangement at a LATA level. Thereafter, CLEC shall make a good faith effort to provide such forecasts to Pacific at a wire center level. CLEC shall provide forecasts to Pacific on a semi-annual basis.

H. Interconnection and Network Element Request Process.

Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as an Interconnection and Network Element Request (INER).

Pacific shall use the INER Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

1. CLEC may identify an unbundled Network Element that is not currently available in Pacific's network, by providing written notice to Pacific, which notice shall include a description of the Network Element adequate to determine technical feasibility and development requirements.
2. The Parties agree immediately to work together to determine (a) the technical feasibility of the request and (b) the requirements to develop the request, and the anticipated cost of developing the quote. If the Network Element is identified by CLEC, Pacific shall be allowed a commercially reasonable period of time to evaluate the technical feasibility of the request and the requirements to develop the requested Network Element. Notwithstanding the foregoing, if the Parties cannot agree within forty-five (45) days (or such other period of time as may be mutually agreeable), whether the Network Element is technically feasible, or on the requirements necessary to develop the Network Element, the Parties shall use the alternative dispute resolution process set forth herein to this Agreement.
3. The costs of developing the unbundled Network Element, which includes, but is not limited to, the cost of developing the quote, shall be recovered from any entity which utilizes the Network Element so identified, including Pacific and its affiliates. In addition, CLEC shall pay its share of Pacific's costs of developing any Network Element, not identified in this Agreement (including, but not limited to, the cost of developing the quote) if CLEC requests development of the Network Element but subsequently determines not to purchase the Element. In all cases, CLEC and Pacific shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. In the event the Parties cannot agree on the amount and method of recovery, the

Parties shall track their respective development costs and will use the alternative dispute resolution process set forth herein to this Agreement. Any determination made in alternative dispute resolution shall be subject to modification by a subsequent decision of the Commission. In no event shall either Party allow the pendency of a dispute concerning development costs to delay analysis or implementation of the Network Element.

4. Development costs are those one-time costs incurred to design, create and test a new unbundled Network Element or new form of access to an unbundled Network Element.
5. Implementation costs are those costs incurred for the development of the capability to order, bill, provision and maintain the unbundled Network Element or unbundled Network Element Combination. Pacific's recovery of its implementation costs, if any, will be specified by Amendment to this Agreement.
6. The charge(s) for unbundled Network Elements requested pursuant to the process above shall be specified by amendment to this Agreement.

III. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY [the Act Section 271(c)(2)(B)(iii)]

- A. Each Party will provide the other Party access to its poles, ducts, conduits in, on or under public and private rights-of-way and property and to the rights-of-way themselves on rates, terms and conditions that are consistent with 47 U.S.C. §224 and that are no less favorable than the rates, terms and conditions available to any competing provider of telecommunications services. Pacific shall impute to its own costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an amount equal to the pole attachment rate for which Pacific (or such affiliate, subsidiary, or associated company) would be liable under 47 U.S.C. § 224.
- B. Whenever either Party inquires of the other in writing whether it intends to construct new poles, duct, or conduit or to acquire additional right-of-way, the other Party shall respond within 30 days of receipt of such inquiry to the other Party of such intention. Any entity, including the Parties to this Agreement, that adds an attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such new pole, duct, conduit, or right-of-way accessible.
- C. Whenever either Party intends to modify or alter its pole, duct, conduit, or right-of-way, in or on which the other Party shares or has an existing attachment, it shall provide written notification of such action to the other Party so that the other Party may have a reasonable opportunity to add to or modify its existing attachment. The notified Party, if it adds to or modifies its existing attachment

after receiving such notification shall bear a proportionate share of the costs incurred by the other Party in making such pole, duct, conduit, or right-of-way accessible.

- D. Whenever either Pacific or CLEC obtains an attachment to a pole, duct, conduit or right-of-way of the other Party, it shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit or right-of-way).
- E. To obtain access to poles, ducts, conduits and rights-of-way as described above CLEC must execute a separate Structure License Agreement with Pacific. Upon request of CLEC, Pacific shall provide to CLEC the names and numbers of the regional Single Points of Contact (SPOCs) for administering all structure licensing and ROW agreements within each defined geographical area.

IV. EMERGENCY SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL COMPLETION SERVICES (E9-1-1, 0-) [the Act Section 271(c)(2)(B)(vii)]

- A. Emergency Services.
 - 1. Each Party will cooperate to ensure the seamless operation of emergency call networks, including E9-1-1 and 0- emergency calls.
 - 2. Except as otherwise specified in this Agreement, Pacific will provide any of the services discussed in this Section in accordance with the rates, terms and conditions of its tariffs.
 - 3. Pacific will permit CLEC to interconnect to the Pacific E9-1-1 tandems which serve the areas in which CLEC provides exchange services so that CLEC's customers may place calls to Public Safety Answering Points ("PSAPs") by dialing 911.
 - 4. CLEC and Pacific will work cooperatively, including where necessary, meeting with PSAP operators and/or state, county and municipal government officials, to explain CLEC's interconnection with the Public Safety emergency network.
 - 5. Pacific will not use information obtained from CLEC in connection with establishing and maintaining the E9-1-1 databases for any purpose not directly associated with the operation of the Public Safety emergency network.
 - 6. Pacific, as operator of the Automatic Location Identifier ("ALI") database will maintain processes and procedures to receive and process CLEC

customer information within two business days. Pacific will maintain an electronic interface process to permit CLEC to electronically update the ALI database with CLEC subscriber information at no charge. The Parties further agree to work in industry fora, such as the National Emergency Numbering Association ("NENA"), to establish an industry standard format for transfer of E-9-1-1 customer records.

7. Two times a year, Pacific will provide to CLEC (upon CLEC's request), at no charge, copies of the current Master Street Address Guides ("MSAGs"), in paper form or on magnetic tape, for the counties in which CLEC provides Exchange Service.
8. Upon request of CLEC, Pacific will provide CLEC with the ten-digit subscriber number for each PSAP which sub-tends each Pacific E9-1-1 tandem to which CLEC is interconnected so that CLEC or its Operator Services contractor may transfer 0- calls to the PSAP. CLEC agrees to hold this information in confidence and will use the information solely for the purpose of routing 0- calls from the CLEC Operator Services platform to the PSAPs. In addition, Pacific agrees to provide CLEC with updates to this information in the same time frame and manner in which that information is provided to Pacific's Operator Services work centers.

B. Directory Assistance.

1. Either Party may terminate Directory Assistance calls over the Local Interconnection Trunk Groups.
2. The Parties agree that CLEC will provide to Pacific, via Pacific's electronic gateway, subscriber information to be input into Pacific's Directory Assistance databases. There shall be no charge to CLEC for the use of Pacific's electronic gateway used for the delivery of such information. Additionally, Pacific agrees to include these standard directory listings in its Directory Assistance databases at no charge to CLEC or its customers within the same number of business days from receipt of the data from CLEC as it takes Pacific to include its own customer information in such databases, according to the rules and provisions of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.
3. Pacific will accord CLEC's directory listings information including nonpublished information the same level of confidentiality which Pacific accords its own directory listing information
4. Pacific shall ensure that access to CLEC's customer proprietary confidential directory information will be limited solely to those

employees who immediately supervise or are directly involved in the processing or publishing of listings, directory publication or directory delivery.

5. Pacific will not use CLEC directory listings for any marketing purpose except for the marketing and sale of directory advertising by its directory subsidiary.
6. Pacific agrees to provide CLEC's non-published directory records the same protection accorded Pacific's non-published directory records with respect to the sale of directory listings to third parties.
7. The Parties agree Pacific will maintain in its electronic gateway the ability for CLEC to ensure the formatting accuracy of the information it transmits to Pacific for inclusion in the Directory Assistance database. Listing format errors will be returned to CLEC for correction and a total count of listings received and accepted will also be transmitted. The Parties will work cooperatively through OBF or other industry groups to further define standards for transmittal of directory listing information.
8. Nothing herein shall be deemed to prevent CLEC from publishing its own directory or providing directory services making use of the non-confidential information provided hereunder by Pacific.

C. Call Completion Service

1. The Parties will complete operator-assisted calls to each other's networks using Local Interconnection Trunks.
2. At CLEC's request, in conjunction with the provision of unbranded directory assistance service to CLEC, Pacific will provide DA Call Completion Service (which is comparable in every way to the DA Call Completion Service Pacific makes available to its own end users) in those areas where DA Call Completion Service is generally available and where facilities permit.

V. WHITE PAGE DIRECTORY LISTINGS [the Act, Section 271(c)(2)(B)(viii)]

- A. Directory listings refer to end user name, address and telephone number data in Directory Assistance databases and/or all appropriate White Pages directories. Pacific agrees to provide a standard directory listing free of charge to each end user customer of CLEC according to the rules and provisions of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.
- B. Pacific will make available its electronic interface for the submission of the customer information from CLEC. The Parties agree to work within the national

standards fora, such as the OBF, to modify such interface as standards are adopted.

- C. The Parties agree that CLEC shall have the opportunity to have customer service pages published in the White Pages sections of Pacific's Directories in those areas where CLEC provides Exchange Service. These pages are found in the Customer Guide section of the Directory and provide CLEC's customer service information, including phone numbers. A maximum of two pages will be provided without charge to CLEC. Pages in excess of two will be charged by Pacific in accordance with the nondiscriminatory rates of its Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.2.
- D. The Parties further agree that the provision of customer listings information to Pacific is solely for the sale of listings or advertising services, inclusion in the Directory Assistance database and/or White Pages, and for the purpose of directory delivery. This information shall be given only to those employees of Pacific and Pacific Bell Directory who are involved in the sale of these services, and shall in no way be shared with the sales and marketing employees of Pacific's telephone operations.
- E. The Parties agree that, upon CLEC's request, the NXX codes of all LECs shall be commingled in the section of the Customer Service Pages where calling areas are defined. No differentiation or segregation of CLEC's codes shall occur.
- F. The Parties agree that CLEC's end user customer listings will be commingled with the end user customer listings of Pacific.
- G. Pacific will not include Subscriber List Information of published CLEC local exchange customers in Pacific's Telephone Directory Reproduction Rights Service, unless CLEC authorizes release of its Subscriber List Information to independent directory publications.

VI. NONDISCRIMINATORY ACCESS TO NUMBER RESOURCES [the Act, Section 271(c)(2)(B)(ix)]

- A. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines.
- B. Pacific, where it functions as Number Administrator, will assign NXX codes to CLEC, according to those Guidelines, on a basis no less favorable than that on which Pacific assigns codes to itself or to any other entity. So long as Pacific acts as the Number Administrator, the Parties agree that these Number Administrator functions will be provided without charge.
- C. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned

NXX codes at all times. Neither Pacific nor CLEC shall charge each other for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes.

- D. The Parties will each be responsible for the electronic input of their respective number assignment information into the LERG.

VII. NUMBER PORTABILITY [the Act, Section 271(2)(c)(B)(xi)]

A. Interim Number Portability.

1. Until the Parties implement the provisions of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 ("FCC Number Portability Order"), CLEC and Pacific shall provide remote call forwarding functionality, or other INP capabilities, to each other pursuant to the terms and rates of the tariff filed by Pacific. The remote call forwarding functionality is identified in Pacific's tariff as Directory Number Call Forwarding ("DNCF").
2. In the event that either Party elects to use a DNCF-like INP service and until the Parties implement the provisions of the FCC Number Portability Order, with regard to the division of Switched Access revenues associated with INP, the Party forwarding the calls to the other Party over the INP arrangement shall pay the other Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. The payment shall be made based on the total number of lines included in the same hunting arrangement as the INP number. Partial months will be paid on a prorated basis and such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and reciprocal compensation that would have been received by each Party if PNP had been in effect.
3. DNCF-like INP calls will be delivered over Local Interconnection Trunk Groups.

B. Permanent Number Portability.

1. The Parties agree to implement PNP, in compliance with FCC or Commission orders and pursuant to Publ-780050-PB/NB, Pacific Bell Local Number Portability Network Interface Specifications.

2. Both Parties agree to release ported telephone line numbers back to the original carrier assigned an NXX in the LERG when they “become vacant” (i.e., when they are no longer in service for the original customer), and any applicable referral/intercept period has expired. The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers.
3. Except as otherwise agreed by the Parties, to the extent that a query is performed or required to be performed, each Party will make arrangements to perform its own queries for PNP calls. To the extent that a LTNP database query is performed or required to be performed, each Party will perform queries on a N-1 basis, where N is the entity terminating the call to the end user. For interLATA carrier calls, the interLATA carrier will perform the query even if that carrier is also the carrier terminating the call to the end user. In keeping with the Network Reliability Council recommendations to protect general network failures from propagating from one network to another and in the case of failure in Pacific’s or CLEC’s network which would prevent the querying of LTNP calls, the Party experiencing the failure will prevent the delivery of those unqueried calls to the other Party’s network via default routing, except under prior agreement. Pacific and CLEC reserve the right to block default routed calls incoming to its network in the event of a significant network failure in order to protect the public switched network from overload, congestion, or failure propagation.
4. Upon request, the porting party shall provide the Ported-to Party with credit status for the Ported-to Party’s subscribers whose numbers are porting.
5. Except as agreed herein, each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
6. The Parties agree that Service Provider number portability using PNP is limited to Pacific’s wire center boundaries. Users who change their physical address location within that wire center will be able to retain the porting of their existing telephone numbers.

C. Requirements for INP and PNP

1. Cut-Over Process

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This may include, but not be limited to, the porting party promptly updating its network element translations following notification by the industry service management system, or ported-to local service provider,

and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. The Parties agree to comply with such industry guidelines as may be established for the cut-over process.

2. Testing

Both Parties shall cooperate in conducting testing to ensure interoperability between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this agreement.

3. Non-Geographical Numbers

Neither party shall be required to provide number portability for non-geographic services (i.e., 500, 700 and 900 service access codes (SACS), and similar services) under this Agreement.

4. Engineering And Maintenance

Both Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by the other Party to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement. For subscribers ported by INP using DNCF the ported-to Party shall perform appropriate testing to isolate trouble prior to referring repair requests to the porting Party. For subscribers ported by PNP, trouble shooting by the porting Party shall generally involve verification that a proper location routing number has been entered into the system, and other trouble shooting as may be established in industry guidelines.

5. Treatment Of Telephone Line Number Based Calling Cards

- a. Pacific shall remove from its line information data base (LIDB) all existing Pacific issued telephone line number (TLN)-based card numbers issued to a customer, when that customer ports the associated telephone numbers to CLEC.
- b. Pacific shall continue to allow CLEC access to its LIDB. Other LIDB provisions are specified in this agreement.

VIII. LOCAL DIALING PARITY [the Act, Section 271(c)(2)(B)(xii)]

- A. The Parties agree that they will provide local dialing parity to each other and will permit each other to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listings, with no unreasonable dialing delays. In addition, Pacific agrees that it will provide nondiscriminatory access to such services or information as is necessary to allow CLEC to implement local dialing parity in accordance with the requirements of Section 251(b)(3) of the Act.
- B. For Local Exchange Traffic between the Parties, neither Party's end user customers shall be required to dial any access codes or other special or extra digits to reach the end user customers of the other Party.

IX. RECIPROCAL COMPENSATION ARRANGEMENTS [the Act, Section 271(c)(2)(B)(xiii)]

- A. The following describes the arrangement between the Parties for compensation for facilities established to transport Local Exchange Traffic between the Parties. The Parties agree to the following terms based on consideration of the generally balanced use of the Parties' respective facilities for interconnection. Such consideration is based on relative facility length and capacity provided to each other, determined by the comparison of facility deployment behind the POIs associated with CLEC's collocation arrangements and Pacific's network.
 - 1. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, Pacific will pay a monthly charge for the facility, cross connect, and multiplexing, if any, equal to one point of termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to CLEC's tariff, in addition to the Switched Access elements, if any, below. Pacific may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.
 - 2. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement other than in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, CLEC will pay a monthly charge to Pacific for the facility, cross connect, and multiplexing, if any, equal to one point of termination at DS-1 rates

(per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to Pacific's tariff, in addition to the Switched Access elements, if any, above. CLEC may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.

3. Where the POI for the Local Interconnection Trunk Group is at a Mid Span Meet, there shall be no compensation between the Parties for the local interconnection facilities used.
4. Whether or not the POI for the Local Interconnection trunk group is in a different wire center or the same wire center as the Pacific access tandem where the Local Interconnection trunk group terminates, CLEC will only pay the monthly charge described in this paragraph for the facility from the POI to the Pacific Bell access tandem where the Local Interconnection trunk group terminates. This monthly charge for the facility is equal to either the DS-1 (per DS-1 used for Local Interconnection trunks) or DS-3 (per DS-3 used for Local Interconnection trunks) Entrance Facility charge as found in Pacific's CPUC 175-T, Section 6.8.2.A (2) or (3) for the Entrance Facility between the POI and the associated Pacific serving wire center.
5. CLEC will not pay any non-recurring charges for initial installation or subsequent rearrangements of the facility, nor will CLEC pay Direct-Trunked Transport charges or other charges for any portion of the facility beyond the circuits between the POI and the associated Pacific serving wire center. This charge is in additions to the Switched Access rate elements in Paragraph IX.B.1.b. CLEC may, at its option, choose to pay Pacific either the applicable tariffed DS-1 rates for those DS-1 (s) used for Local Interconnection trunks in a DS-3 facility or the DS-3 rate for DS-3 facilities used for Local Interconnection trunks between the Parties.

B. The following describes the compensation arrangements for transport and termination of Local Exchange Traffic between the Parties:

1. The following compensation rates shall apply for traffic carried from CLEC to Pacific:
 - a. Local calls

For all local traffic (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2, Extended Area Service and ZUM Zone 3), the Parties agree to "Bill and Keep" compensation (i.e., mutual traffic exchange without explicit compensation).

This rate structure shall remain in place until one year after PNP is implemented throughout those LATAs in which the Parties both operate. The Parties agree to renegotiate this rate structure in that time frame in accordance with the compensation structure set forth in Section 252(d) of the Act, provided that such negotiations will be completed by the end of one year after PNP is implemented throughout those LATAs in which the Parties both operate. During the renegotiation process, either Party may seek arbitration.

b) Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below.

For all toll calls, the following rate elements shall apply:

- (1) Local switching - per minute of use as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.3(A) with the following sub-elements:
 - Set-up (per call); and
 - Minutes of use;
- (2) Network Interconnection Charge - per minute of use as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2(D).

Additionally, where such calls are routed through Pacific's tandem, the following elements shall apply:

- (3) Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2(C):
 - Fixed - per minute of use.
 - Variable - per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI where the Local Interconnection Trunk Group terminates and the Pacific end office.
- (4) Tandem switching - per minute of use

Additionally, when the LATA-wide terminating option is selected, an additional tandem switching and tandem switched transport-

fixed per minute of use rate element shall apply to all calls terminated through this arrangement. Tandem switched transport-variable mileage will be calculated as set forth in subsection C.1.b(3), above.

- c) CLEC shall pay a transit rate equal to the Tandem Switching rate plus two times the Common Transport rate element as specified in the Price List (currently equal to \$.00226 per minute) when CLEC uses a Pacific access tandem to originate a call to a third party LEC, another CLC, a WSP or another CLC end office. If Pacific enters into an interconnection agreement with another LEC that provides for a transit rate lower than \$.00226, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If CLEC receives a call through Pacific's access tandem that originates from another LEC, CLEC will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll. CLEC will establish appropriate billing relationships directly with the other LEC, CLC or WSP.
- d) When CLEC uses a Pacific access tandem to transit a toll call to another LEC end office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill, and CLEC will pay, Pacific's local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a CLEC NXX, CLEC will bill and Pacific will pay, CLEC local switching and local transport rates as if the call originated from a Pacific end office.

2. The following compensation rates shall apply for traffic carried from Pacific to CLEC:

a) Local calls

For all local traffic (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2, Extended Area Service and ZUM Zone 3), the Parties agree to mutual traffic exchange without explicit compensation.

b) Toll Rate

Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below.

For all toll calls, the following rate elements shall apply:

- (1) Local switching - including associated sub-elements (e.g., set-up (per call) and minutes of use);

Additionally, where such calls are routed through CLEC's tandem (as designated in Appendix A), the following elements shall apply:

- (2) Tandem switched transport (e.g., fixed - per minute of use and variable - per mile per minute of use). Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI where the Local Interconnection Trunk Group terminates and the CLEC end office; and
- (3) Tandem switching - per minute of use.

The applicable rates for the above elements will be filed in CLEC's Cal.P.U.C. tariff within 30 days of the execution of this Agreement.

- c) Pacific shall pay a transit rate equal to the rates set in the first two sentences of subsection B.1.c., above, when Pacific uses an CLEC switch to originate a call to a third party LEC, another CLC, a WSP or another Pacific Central Office.
- C. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in subsection B, above, as well as any applicable database query charge set forth in that Party's tariff, shall be charged by the Party originating the call rather than the Party terminating the call. The Parties agree to exchange originating EMR records for intraLATA Toll Free Service calls provided by one of the Parties.
 - D. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The Parties agree that end-office terminated interconnection may require exchange of originating EMR records. The Parties agree to exchange EMR records where such terminating records are not available. These records, whether developed within each Party's network or exchanged between the Parties, shall form the sole basis for each Party to generate bills to the other Party. The Parties agree to exchange these records at no charge.
 - E. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- F. Each Party will provide to the other, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:
1. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, and
 2. PLU.
- G. Late payment charges for interconnection charges will be assessed as described in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.4.1.B. and CLEC's CPUC tariff.
- H. For California 900 calls (those 900 NXXs shown in the LERG as Pacific's 900 NXXs), CLEC shall deliver calls originated over CLEC-provided exchange services to the Local Interconnection Trunk Groups.
- I. CCS interconnection charges will be applied based on the option for CCS interconnection CLEC selects, as follows:
1. If CCS interconnection is from Pacific's STPs to CLEC' STPs solely for the purpose of exchanging signaling for each Party's Local Exchange Traffic and jointly provided Switched Access traffic, then no charges will apply for such SS7 links.
 2. If CLEC uses a third party CCS provider to connect to Pacific's STPs, then charges will apply to such SS7 links, to the third party, as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6, or as otherwise contracted between Pacific and that third party.
 3. If CLEC connects its switches directly to Pacific's STPs, then Pacific will apply 50% (one half) of the charges set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6 for such SS7 links.
- J. If CLEC believes it qualifies for option I(1) I(3), CLEC must notify Pacific of its selection at the time CLEC orders SS7 interconnection links. CLEC must further notify Pacific at any time in the future when it uses such SS7 interconnection for the origination or termination of switched access traffic.
- K. If CLEC elects to use Local Interconnection signaling arrangement option I(1) or I(3), above, in the future for its own Switched Access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use.

- L. Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective tariffs.
- M. If either Party terminates Directory Assistance calls over the Local Interconnection Trunk Groups to the other Party, the terminating Party shall charge the other Party for such Directory Assistance calls at the rates contained in its tariff or pursuant to a separately negotiated contract.
- N. A Maintenance of Service charge applies whenever either Party requests the dispatch of the either Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
 - 1. No trouble is found in the interconnection trunks; or
 - 2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - 3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

- 1. Basic time;
- 2. Overtime; or
- 3. Premium time

as defined for billing Pacific in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 13 and in CLEC's Cal. P.U.C.

X. TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE [the Act Section 271(c)(2)(B)(xiv)]

The Parties agree that Pacific will provide telecommunications services to CLEC for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Act. Pacific's prices charged to CLEC for resold services will be the resale rates determined by the Commission. With respect to those Pacific resale services for which the Commission has not yet set a resale discount, the interim price shall be set at 17% below Pacific's retail rate for the service or such greater discount as is made available to

any other entity. Once the Commission establishes a resale discount for any such service, that rate will replace the 17% discount, unless a greater discount is made available to any other entity, in which case, CLEC will be entitled to that greater discount with no further action being required on its part.

XI. COLLOCATION AND MID SPAN MEETS

A. Physical Collocation.

Pacific will provide for physical collocation of transport and termination equipment necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network elements at its Wire Center premises. Such collocation shall be provided on a non-discriminatory basis according to the rates, terms and conditions contained in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 16, except as modified below,

Listed below are the rates that CLEC shall pay for physical collocation at Pacific's Wire Center premises, along with other terms and conditions that will apply with respect to such physical collocation, beginning with the effective date of this Agreement:

1. Rates

- a) All monthly rates and nonrecurring charges set forth in Section 16.7.1(A)(1) shall be charged at 65% of the rates stated as of the Signature Date of this Agreement;
- b) The monthly rate set forth in Section 16.7.1(B)(1) shall be charged at 75% of the rate stated as of the Signature Date of this Agreement;
- c) The monthly rates set forth in Section 16.7.1(C)(1) shall be reduced to zero;
- d) The nonrecurring charges set forth in Section 16.7.1(D)(1) shall be charged at the greater of \$2,000 or the amount stated in the tariff;
- e) The second sentence and the proration chart of Section 16.3.4 of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T shall be changed to read:

The costs will be prorated and the prorated share refunded to previous collocater(s) as additional collocators use collocated services at that location within 60 months of when the billing for the first collocation space at that location begins, using the following schedule:

Collocator	Nonrecurring Charge	Refund
1st	100%	NA%
2nd	50%	50%
3rd	33.33%	16.67%
4th	25%	8.33%
5th	20%	5%
6th	16.67%	3.33%
7th	14.29%	2.38%
8th	12.5%	1.79%
9th	11.11%	1.39%
10th	10%	1.11%
11th and beyond	0%	

2. Terms

- a) Pacific agrees that it shall continue to make physical collocation available under the terms of this Agreement and its tariffs. Any requirement for relocation or eviction of collocated facilities must allow for reasonable due process including, but not limited to, either Party seeking Commission approval if the Parties cannot reach mutual agreement.
- b) Should multiplexing via EISCC between CLEC and another party's collocated network facility in Pacific's Wire Center be found to be required under the Act or offered to another party, Pacific will provide this capability to CLEC.
- c) Notwithstanding any provisions contained in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 16, CLEC may place Digital Loop Carrier equipment of its choosing in its collocation space, including shared space collocations described below, for connection of CLEC's network to Pacific's network.
- d) Pacific agrees to provide CLEC with reasonable advance notice, under the Notice provisions of this Agreement, of any proposed

modifications to Pacific's tariff regarding physical collocation, except for the addition of Wire Centers and new types of EISCCs.

B. Shared Space Collocation

Where sufficient space exists, and upon request, Pacific will provide for collocation on a shared space basis with each collocator's area defined within the shared space. However, shared space collocation will not be made available in Wire Centers where at least one conventional physical collocation installation has already been installed. Such defined space shall, at a minimum, be sized to permit the placement of up to two (2) bays of collocator-provided fiber optic facilities, transmission and microwave equipment. Access to the collocation space will be via a common entry point and it shall be the sole responsibility of the collocator to provide for any additional security measures to protect its equipment. Such security measures shall be limited to covers or lockable cabinet doors placed directly on the equipment bays of the collocator.

The following charges shall apply for shared space collocation:

1. The recurring charge for two (2) bays in a shared space collocation shall be \$265.00 per month.
2. The nonrecurring charge for two (2) bays in a shared space collocation shall be \$5,300.00.
3. The infrastructure charge for shared space collocation shall be \$25,000.00 and will be refunded on a prorated basis to the first five shared space collocators as additional shared space collocators utilize shared space collocation at that location within 60 months of when the billing for the first shared space collocation space at that location begins, based on the proration schedule set forth above for physical collocation.

If CLEC requests and Pacific shared space provides a shared collocation arrangement as described above, and no other collocator orders and places its equipment in such shared space arrangement within two (2) years after CLEC collocates in such space, Pacific reserves the right to reconfigure such space into a suitable single-occupant collocation space. Upon request by Pacific, CLEC will reasonably agree to such reconfiguration after one year has elapsed from the time CLEC has collocated in such space. The reconfigured space shall only be large enough to enclose the two bays of equipment placed by CLEC, along with adequate space for access to the cage, and any other safety standards normally applied to physical collocation facilities by Pacific. CLEC will be charged a prorated monthly collocation space charge based on the square footage of the reconfigured space in proportion to a standard 10 foot by 10 foot collocation space. CLEC will not be charged for the cost of reconfiguring the space. If, after two years from the first placement of a shared space collocation arrangement at

CLEC's request, such arrangements are on average no more than one-third occupied, the Parties agree to renegotiate Pacific's obligation to continue to offer shared space collocation arrangements.

C. Microwave Collocation

Where technically feasible, Pacific will provide for physical collocation of microwave equipment (limited to transport and termination equipment) necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network facilities to Pacific's Network Elements, on the roofs of Pacific's Central Office Buildings.

Microwave Collocation includes placement of supporting masts and microwave antenna(e) on the roof top or other suitable exterior spaces of Pacific's Central Offices. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, and it shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that the Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by Pacific where technically feasible but is not guaranteed to be available.

1. Provisioning Process and Fees:

- a. Site Visit Request: CLEC may, at its option, provide a Site Visit Request to Pacific, in writing, setting forth the names of the Pacific Central Office Building(s) CLEC wishes to visit for potential Microwave Collocation. Such site visit consists of an CLEC representative and appropriate Pacific personnel visiting a Pacific Central Office building for the purpose of determining whether an unobstructed line-of-sight may be technically feasible. Such Site Visit does not obligate CLEC to request, or Pacific to provide, Microwave Collocation on the site. The site visit will take place within 10 business days of receipt by Pacific of CLEC's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC will submit a Site Visit Request fee of \$250.00 for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by Pacific to CLEC at Pacific's loaded labor rates on a per hour basis.

- b. Microwave Collocation Application

CLEC shall submit an application, a form of which is set forth in Appendix G hereto, for each Central Office building where CLEC seeks Microwave Collocation. CLEC shall specify in writing whether Pacific should provide a "Track A" or "Track B" quote, or both, as described more fully below.

For each Microwave Collocation application submitted, Pacific shall charge an application fee of \$600.00, provided CLEC has also made a bona fide request or has submitted an application for physical or virtual Collocation within fifteen (15) business days of submitting the Microwave Collocation Application. Otherwise, the Microwave Collocation Application Fee shall be \$1,357.00. Pacific will deduct \$250.00 from the Application Fee if in Pacific's sole judgment an additional Site Visit is not required after receipt of the Microwave Collocation application. The Application Fee is due and payable with the submission of the Microwave Collocation application.

c. Site Visit

If a Site Visit has not been performed pursuant to (a) above, within ten (10) business days of receiving CLEC's Microwave Collocation Application the Parties shall visit the Central Office building where Microwave Collocation has been requested to determine whether an unobstructed line-of-sight is technically feasible.

If an unobstructed line-of-sight appears to be technically feasible, then Pacific will develop a quote(s) for the Microwave Collocation, as set forth below. If an unobstructed line-of-sight does not appear to be technically feasible, within ten (10) days of the site visit Pacific will provide CLEC a written explanation of the technical infeasibility of the Microwave Collocation.

d. Preparation of Quote(s)

Within thirty (30) business days of receiving the Microwave Collocation application from CLEC, Pacific will provide, as more fully described below, (1) a Written Assessment, (2) Track A and/or Track B quote(s) and (3) a quote for the Monthly Recurring Charges. A Track A quote shall state that Pacific will be responsible for performing the necessary Microwave Collocation work.

Where a list of Pacific-approved contractors is available, CLEC may, under Track B, select the subcontractor(s) to provide the necessary work for the Microwave Collocation arrangement or perform the work itself, if deemed a Pacific-approved contractor. If CLEC elects to subcontract the work for the Microwave Collocation arrangement, CLEC will also pay Pacific to monitor and/or supervise such work. All such work contracted by CLEC will be performed under the reasonable supervision of Pacific personnel and comply with Pacific's nondiscriminatory practices

and procedures. Escorted access will also be provided as necessary by Pacific, at CLEC's expense, as described below. Pacific or its designated subcontractors shall perform all necessary work outside of the Microwave Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties. In any event, all work performed shall be done exclusively by Pacific-approved providers. The quote(s) shall reflect the specifications submitted by CLEC and may change based on the actual field conditions encountered during construction.

(1) Written Assessment:

This shall include:

- (a) A statement of technical feasibility, including information on line of sight and any obstructions;
- (b) Support structure requirements (i.e., Pacific shall indicate whether CLEC shall use a parapet mount, wall mount, ground mount, etc.);
- (c) Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and
- (d) Electrical drawings.

(2) Quotes:

- (a) The Track A Quote shall set forth separate, itemized charges for the following work:

- (i) Architect Fees.

This shall be a quote actually received from a Pacific-approved architect plus appropriate loadings for Pacific Personnel. The standard building permit application process will be handled by Pacific's architect. Any Conditional Use Permit (CUP) requirements will be handled pursuant to (e) below.

- (ii) Engineering Study.

An Engineering Study will only be performed if necessary to maintain the integrity of the roof-top location or if

required by a relevant permitting agency. The fee quoted for the study will be the sum of the hourly charges for time spent by Pacific's Engineers.

(iii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals, such approval shall not be unreasonably withheld.

(iv) Microwave Equipment Installation:

This shall include:

- (a) Mounting of microwave antenna(e) and support structure, as required;
- (b) Installation of required coaxial cable;
- (c) Installation of any required conduit to the interior physical Collocation space;
- (d) Coring, if required;
- (e) Weatherproofing, if required;
- (f) Electrical modifications, including grounding; and
- (g) Antenna specialist, if required.

This Microwave Equipment Installation quote shall be a quote actually received from a Pacific-approved contractor plus appropriate labor loadings for Pacific personnel.

(v) Pacific Supervision of Installation.

This shall be the sum of hourly charges of any Pacific Real Estate Specialists or Project Managers who monitor the installation performed by Pacific's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two hours per day of construction unless circumstances reasonably warrant additional time.

(vi) Special Security Construction.

If Pacific demonstrates that new, secure access to the Microwave Collocation location is reasonably necessary or if CLEC so desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by Pacific to CLEC. The construction quote shall be a quote actually received from a Pacific-approved contractor plus appropriate loadings for work performed by Pacific personnel.

(b) The Track B Quote shall set forth separate itemized charges for the following work:

(i) Architectural Plan Review:

This shall be the sum of hourly charges of Pacific Architects necessary to review the plans. Pacific shall not charge in excess of two hours for such review of draft(s), unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

(ii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or Project

Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) Electrical and/or Building Modification Work.

If not otherwise agreed by the Parties to permit CLEC to perform the following work outside the Microwave Collocation arrangement, Pacific will include a quote for Pacific to perform coring within the Central Office, if required, weather proofing, if required, electrical modifications (including grounding) or other Central Office building modifications.

(iv) Supervision of General Contractor:

This shall be the sum of the hourly charge of any Pacific Real Estate Building Specialists or Project Managers who monitor the installation performed by CLEC's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two (2) hours per day of construction unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

(v) Special Security Construction:

This shall be the same element as set forth in Section C.1.d(2)(a)(vi) above.

(c) Recurring Charges

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee.

The Monthly Recurring Roof-Top Space Rental Fee shall be (for all regions in Pacific's territory except San Diego and Costa Mesa) within the range of \$131.00 to \$182.00 per Microwave Collocation up to 25 square feet (5'x5' space) for the initial term of this Agreement. The actual roof-top space rental fee will be established on a central office basis. CLEC is limited to the placement of two microwave antenna(e) within this 5x5 feet space, each with a limit of 30 inches in diameter and/or under 20 feet in height from the point of attachment, subject to line-of-sight and structural engineering guidelines. At no time shall an antenna(e) be directed across open roof space without approval of Pacific which shall not be unreasonably withheld. Requests for larger or additional equipment will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date of the Final Method of Procedure meeting as described in paragraph (f) "Schedule," below.

(ii) Escorted Access.

Where necessary, as set forth in paragraph XI.C.4 below, Pacific shall charge an hourly rate for Escorted Access to the Microwave Collocation location based on the hourly labor rate for the required Pacific personnel required.

All quotes shall be valid for ninety (90) days from issuance, and CLEC shall accept, reject or request changes within such time period. To accept a quote, CLEC shall so state in writing and shall pay Pacific 50% of the total estimated charges ("Initial Payment") with the balance due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification

work. The date of such payment shall be the Start Date for purposes of this agreement.

e. Equipment and Testing:

CLEC shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. CLEC shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

f. Conditional Use Permit Process.

CLEC shall be responsible for obtaining all relevant Conditional Use Permits (CUPs) and shall bear all costs and fees. CLEC shall regularly apprise Pacific of the status of such permitting and consult with Pacific as reasonably necessary. If appropriate permits can be obtained for a nonpenetrating roof mount (NPRM) antenna(e), but a CUP is required for the parapet mounted antenna(e), an NPRM for Microwave Collocation may be placed on Pacific's Central Office building, if technically feasible, on a temporary basis. The NPRM will be removed, at CLEC's expense, within 30 days of obtaining the CUP for the parapet mounted antenna(e). If, however, CLEC uses good faith efforts but is unable to obtain the CUP within 120 days of submitting its CUP request, upon Pacific's request, the Parties shall meet and confer to negotiate in good faith to either extend the length of time the NPRM may remain on the Central Office building or reach agreement on an alternative form of interconnection. If the Parties cannot reach agreement within 30 days of such meet and confer meeting, then either Party may invoke the Alternative Dispute Resolution (ADR) procedures set forth at Section XVII. Notwithstanding such ADR procedures, the Parties shall not be bound by the ADR process for disputes under this paragraph and shall reserve their rights under the Telecommunications Act for such disputes. CLEC reserves all rights to assert an NPRM is required to permit Microwave Collocation on a permanent basis and Pacific reserves its rights to claim that it is not required.

Pacific shall cooperate with CLEC, and CLEC shall pay Pacific the hourly rates for time reasonably necessary and actually spent by Pacific Real Estate or Project Managers on the permitting process. Pacific shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all CUP hearings.

g. Schedule:

The Initial Microwave Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Collocation will be complete within ten (10) business days of the MOP, provided (1) CLEC has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent Pacific projects, under way or planned that interfere with the completion of CLEC's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Collocation.

2. No Property Right Conferred

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in Pacific's property, and CLEC hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of Pacific's property solely for the purposes set forth herein. The method of placing CLEC's antenna(e) on Pacific's roof will be determined by Pacific (e.g., whether parapet or wall mount, etc.). A limit of two (2) CLEC microwave collocation arrangements per Central Office will be permitted unless otherwise agreed by the Parties.

Title to CLEC's Microwave Collocation equipment shall remain in CLEC as the property of CLEC and shall not become fixtures to Pacific's property.

3. Responsibilities of the Parties

- a. CLEC shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, conditional use permits and building permits FCC licenses and FAA approval, to operate and maintain CLEC's facilities during the Term of this Agreement.

- b. CLEC shall not use Pacific's property or permit CLEC's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC's Microwave Collocation equipment. CLEC shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- c. Where Pacific performs the installation work, (i.e., Track A) Pacific shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. Pacific shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. Pacific shall require that all Contractors include CLEC as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify CLEC from losses, costs and expenses incurred as a result of contractor's work. CLEC hereby acknowledges and agrees that Pacific shall not be liable for the work performed, materials, supplies, or work products furnished by any contractor, and that CLEC shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing Pacific from any claim or liability therefrom except to the extent of the negligence or willful misconduct of Pacific in the performance of its project management activities.
- d. Notwithstanding any other provision of this Agreement, CLEC hereby acknowledges that Pacific may have existing wireless communications facilities of its own or of other tenants or licensees on or at Pacific's Central Office, and/or Pacific may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at Pacific's Property ("Aggregating Providers"). CLEC shall cooperate with Pacific and all other Aggregating Providers so as to reasonably accommodate the needs and requirements of such Aggregating Providers with respect to the installation, operation use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to Pacific's property, including utility connections and access.

- e. Upon the expiration or termination of this Agreement, CLEC shall surrender the Microwave Collocation space to Pacific in its original condition and in good order and repair, less ordinary wear and tear. CLEC, at its expense, to Pacific's reasonable satisfaction, shall repair any and all damages caused by removal of CLEC's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event CLEC fails to remove its Microwave equipment, Pacific shall have the right to retain such Microwave equipment and all rights of CLEC with respect to it shall cease. CLEC shall be liable to Pacific for all costs of removal, restoration of the property, and the costs of storage, transportation, sale or other disposition of such Microwave equipment incurred by Pacific.
- f. CLEC shall obtain and maintain, at its sole cost, throughout the term of this Agreement, the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, (4) Employer's Liability with limits of \$1,000,000.00 per occurrence, and (5) standard form property insurance ("All Risk" coverage) equal to 100% replacement cost covering CLEC's property. CLEC shall name Pacific as an additional insured with respect to the above Commercial General Liability insurance. CLEC waives any rights of recovery against Pacific for injury or loss due to hazards covered by its insurance and CLEC shall require such insurance policies to contain a waiver of recovery against Pacific, its parent, affiliates and its and their directors, officers, and employees. All insurance policies carried by CLEC shall be with companies that have a general policy holder's rating of not less than "A: and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports. CLEC shall furnish Pacific within twenty (20) days of the date of this Agreement written evidence of insurance as required above to Pacific's reasonable satisfaction, including a statement providing for written notification to Pacific by the insurer not less than thirty (30) days prior to cancellation or reduction of any required coverage.
- g. At its sole cost and expense, CLEC shall maintain CLEC's provided Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from Pacific, Pacific shall have the

right but not the obligation to clean up the space on CLEC's behalf. In such event, CLEC shall be liable to Pacific for the cost and expense of such work, upon written demand.

4. Secure Access

Pacific shall provide CLEC, and its employees, authorized agents and contractors access to CLEC's Microwave Collocation arrangement, twenty-four (24) hours a day, seven (7) days a week, subject to Pacific's access and security regulations, rules or policies which may govern at Pacific's property. CLEC acknowledges and agrees that in most, if not all cases, Pacific's property is a secured location and that access rights will be restricted to only those areas necessary to reach CLEC's Microwave Collocation arrangement(s). CLEC and its agents and contractors shall at all times while on Pacific's Property carry picture identification designating each such person as a representative of CLEC. Further, CLEC hereby covenants to exercise all due care so as not to interfere with any operations of Pacific or Pacific's licensee, tenants or occupants. And still further, CLEC hereby acknowledges that in some cases, CLEC's access shall be conditioned upon accompaniment by Pacific representative, which cost shall be borne solely by CLEC.

D. POT Bay Engineering

The Parties agree that CLEC will engineer and pre-provision its side of the POT Bay in physical (including shared space) collocation arrangements.

E. Virtual Collocation

Rates and terms for virtual collocation will be made available on a reasonable and non-discriminatory basis. Rates for virtual collocation will be approximately the same as physical collocation. The Parties agree to cooperate in selecting equipment and establishing installation and operating procedures for virtual collocation in the event that the use of virtual collocation becomes necessary.

F. Mid-Span Meet Arrangements

The Parties may also choose to interconnect via a Mid Span Meet. Such interconnection shall be limited to facilities provided for the interconnection of any local exchange or jointly provided switched access traffic between the Parties.

1. Physical Arrangements of Mid Span Meets: In a Mid Span Meet, each Party extends its facilities to meet the other Party. The point where the

facilities meet is the Mid Span point. Each Party bears its own costs to establish and maintain a Mid Span Meet arrangement. However, the Parties also agree that a technical arrangement for a Mid Span Meet may involve one Party placing and extending its fiber facilities to the Wire Center of the other Party, with sufficient additional length on the fiber to permit the receiving Party to terminate the fiber without requiring splicing of the fiber facilities prior to the terminal equipment in the receiving Party's Wire Center. In this situation, the Parties will negotiate reasonable compensation to be paid to the Party extending the facilities for the associated labor, materials, and conduit space used in extending its facilities beyond a negotiated Mid Span point.

2. **Engineering Specifications:** The Parties agree to establish technical interface specifications for Mid Span Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Mid Span Meet. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Mid Span Meet. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within 90 days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Mid Span Meet arrangements between them. In the event the Parties cannot agree on the technical specifications required, the Parties will, after discussion at the Vice Presidential level, interconnect with each other using one of the other interconnection arrangements defined elsewhere in this Agreement.
3. **Maintenance Responsibilities:** Each Party will be responsible for maintaining its network on its side of the Mid Span point. In the case where a maintenance problem must be resolved in the fiber span between the Parties, the Party with access to the manholes, vaults or conduit space will dispatch maintenance personnel to perform any necessary trouble isolation and repair activities. The Party performing the maintenance activity in the fiber span may bill the other Party for such activity at one-half the hourly labor rate specified in the Maintenance of Service section of this Agreement. Should both Parties have maintenance access to some portions of the manholes, vaults or conduit space on the Mid Span Meet facility arrangement, they will cooperatively determine which Party will perform any trouble isolation or maintenance activities during the initial contact between them when a maintenance problem has occurred.

Prior to the establishment of any Mid Span Meet arrangement, the Parties agree to jointly develop all additional necessary requirements for such interconnection,

including but not limited to such items as control and assignment of facilities within the fiber Mid Span Meet arrangement, network management requirements, and operational testing and acceptance requirements for installation of Mid Span Meets.

XII. MEET POINT BILLING ARRANGEMENTS

- A. CLEC and Pacific will establish meet-point billing (“MPB”) arrangements for jointly provided switched access to an IXC, in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- B. CLEC and Pacific will implement the “Multiple Bill/Single Tariff” option in order to bill any (“IXC”) for that portion of the network elements provided by CLEC or Pacific. For all traffic carried over the MPB arrangement, CLEC and Pacific shall each bill the IXC for its own portion of the applicable elements.
- C. Each Party shall provide the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of CLEC’s network in a CLEC/Pacific MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code. Such information shall be provided by each Party to the other Party in the format and via the medium that the Parties agree.
- D. The Parties agree to comply with the currently effective MECAB guidelines as mutually adopted by the Parties from time to time.
- E. The Parties further agree that in those MPB situations where one Party sub-tends the other Party’s access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- F. Pacific and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in the MECOD and MECAB documents. Pacific and CLEC will coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- G. The initial billing company will provide to the secondary billing company any necessary AMA records (in standard EMR format) within fourteen (14) days of

the recording date. The secondary billing company will provide the initial billing company the necessary summary records with fourteen (14) days of the initial company's bill date.

- H. If MPB data is not submitted by either Party within the period set forth above, or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- I. Failure of secondary billing company to provide the necessary AMA records (in standard EMR format) within 60 days of the recording date, or of the initial billing company to provide the necessary summary records within 60 days of the initial billing company's bill date, will result in the Party failing to deliver the data to be liable to the other Party for any charges the other Party is unable to bill the IXC.
- J. Both Parties will provide the other a single point of contact to handle any MPB questions.
- K. Data Format and Data Transfer
 - 1. The tandem Party shall provide to the end office Party, where requested, the billing name and billing address of all IXCs originating or terminating traffic at the end office Party's end office.
 - 2. Based on the individual call flows that can occur, certain types of records will have to be exchanged for billing purposes or the verification of billing. The Parties agree that the exchange of billing records will utilize the Bellcore standard EMR 01, 11, 50, and 20 formats. These records will be exchanged on magnetic tape or via electronic data transfer (when available).
 - 3. When CLEC and Pacific bill the customer for jointly provided Switched Access service, the Parties will mutually agree to the format, time frame, and settlement terms that will be utilized. The Parties agree to work cooperatively in the industry fora to establish an industry format to be used by all carriers.
 - 4. The end office Party shall provide to the tandem Party the Switched Access Detail Usage Data (category 1101XX records) for originating access usage on magnetic tape or via NDM, on a monthly basis, within fourteen (14) days of the last day of the billing period.

- 5. Upon request, when the tandem Party records terminating access usage or IXC Toll Free Service usage on behalf of the end office Party, the tandem Party will send the end office Party Switched Access Summary Usage Data (category 1150XX records) for usage validation.
- L. Errors may be discovered by CLEC, the IXC or Pacific. Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The other Party shall correct the error within twenty (20) business days of notification and resubmit the data.
- M. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- N. All data associated with the processing and settlement of messages under this Agreement shall be maintained by the Parties for the period currently used by each Party for such information in compliance with legal and/or regulatory rulings. Different data retention periods require the agreement of the Parties.

XIII. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

- A. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- B. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- C. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.

- D. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XIV. AUDIT PROCESS

"Audit" shall mean the comprehensive review of services performed under this Agreement. This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.
- B. The Audit shall occur upon 10 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- K. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such errors.

- L. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party.

XV. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

CLEC and Pacific will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the originating Party does not have any responsibility for uncollectibles.

Until such time that such an agreement is executed, CLEC may choose to block such calls, or CLEC will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

A. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the toll rates set forth in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

B. Billing and Collection Compensation.

Billing and collection compensation will be paid by the terminating Party to the originating Party at the rate of 5 cents per call.

XVI. MOST FAVORABLE TERMS AND TREATMENT

Pacific agrees that it shall make available to CLEC any interconnection, service or Network Element provided under an agreement approved under Section 252 of the Act to which it is a party upon the same terms and conditions as provided in that agreement for such service or Network Element.

XVII. DISPUTE RESOLUTION AND BINDING ARBITRATION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and CLEC Executive Director, or equivalent officer, shall participate. In the event the Parties cannot resolve the dispute, they will employ the following procedure:

- A. Any controversy or claims arising out of or relating to Agreement or any breach hereof, shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The decision by AAA shall be consistent with the provisions of the Act. Such arbitration shall be held in San Francisco, California or any other location to which the Parties agree. Written notice of intent to arbitrate shall be served on the opposing Party at least twenty (20) business days prior to the filing of such notice at the appropriate AAA regional office.
- B. The Parties agree to request an expedited hearing before the AAA and, if the AAA can arrange such, the hearing shall commence within sixty (60) days of the filing of the arbitration claim. If the AAA is not able to arrange for the hearing to be held within sixty (60) days of such filing, then the hearing shall commence on the AAA’s first available date thereafter, but within ninety (90) days of the original filing of the arbitration claim.
- C. The AAA panel shall award costs, including reasonable attorney’s fees, to the successful Party at the conclusion of the hearing. Should any party refuse to arbitrate controversies or claims as required by this Agreement, or delays the course of arbitration proceedings beyond the times set, or permitted by the AAA panel, then such Party shall pay all costs, including reasonable attorney fees, of the other Party, incurred with respect to the entire arbitration and/or litigation process, even though such refusing or delaying Party may ultimately be the successful Party in the arbitration and/or litigation.

- D. The judgment upon the award rendered may be entered in the highest Court of the forum capable of rendering such judgment, either State or Federal, having jurisdiction and shall be deemed final and binding on both of the Parties.

The above procedure shall apply only to disputes arising under this Agreement or related agreements and shall not apply to claims which arise under the Act apart from this Agreement and/or which are subject to the arbitration and mediation procedures established by the Act. Such other claims shall be resolved in federal court, or by the FCC or appropriate state commission, as provided by the Act.

XVIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall act in good faith to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XIX. REGULATORY DECISION

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XX. REGULATORY APPROVAL

In the event that any final and nonappealable legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, materially affects any material terms of this Agreement, or materially affects the ability of CLEC or Pacific to perform any material terms of this Agreement, CLEC or Pacific may, on thirty (30) days written notice (delivered not later than 30 days following the date on which such action has become legally binding and has otherwise become final and nonappealable) 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 procedures set forth in this Agreement.

XXI. INTEGRATION

The Parties have negotiated this Agreement as an integrated document. All of the terms in this Agreement are dependent upon the other terms of the Agreement and no part of this Agreement would have been entered into by the Parties without the other terms of this Agreement. No portion of this Agreement is intended to be severable from any other part of the Agreement.

XXII. TERM OF AGREEMENT

This Agreement shall expire on September 28, 2000, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before the expiration of this Agreement.

XXIII. EFFECTIVE DATE

This Agreement shall become effective upon approval by the Commission.

XXIV. AMENDMENT OF AGREEMENT

CLEC and Pacific may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

XXV. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXVI. LIMITATION OF LIABILITY FOR ENVIRONMENTAL CONTAMINATION

CLEC shall in no event be liable to Pacific for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location, provided that activities of CLEC or its agents did not cause or contribute to a release. Pacific shall indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any

environmental hazard that Pacific, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which Pacific is responsible under applicable law.

Pacific shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that Pacific did not introduce to the affected work location, provided that actions of Pacific or its agents did not cause or contribute to a release. CLEC shall indemnify, defend (at Pacific's request) and hold harmless Pacific, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that CLEC, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which CLEC is responsible under applicable law.

XXVII. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for:

- a) Personal injuries, including death, or
- b) Damage to tangible property

resulting from the negligence and/or willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

XXVIII. ASSIGNMENT

This Agreement may be assigned by either Party upon sixty (60) days advance written notice to the other Party.

XXIX. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of California. It shall be interpreted solely in accordance with the terms of the Act and California law.

XXX. DEFAULT

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give sixty (60) days' notice of such breach or violation and an

opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution and Arbitration procedures set forth in this Agreement.

XXXI. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
 - 1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 6. is approved for release by written authorization of the disclosing Party; or
 7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- E. **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XXXII. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXXIII. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Contract Administration
Attention: Contract Management
Four Bell Plaza, 9th Floor
311 S. Akard Street
Dallas, Texas 75022-5398
and
James B. Young
General Attorney & Assistant General Counsel
Pacific Bell
140 New Montgomery Street, Room 1804
San Francisco, CA 94105

NEXTLINK California, Inc.
Karen Potkuol, VP External Affairs
1924 Deere Avenue
Santa Ana, CA 92705

Each Party shall inform the other of any changes in the above addresses.

NEXTLINK California, Inc.

**Pacific Bell
By SBC Telecommunication, Inc.,
Its authorized agent**

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Title: President - Industry Markets

Date:_____

Date:_____

AECN/OCN:

Appendix A
Interconnection Arrangements Chart

APPENDIX A – INTERCONNECTION ARRANGEMENTS*

ACLA Switch	ACLA Routing Point	POI	PACIFIC Central Office

*To Be Determined

APPENDIX B

BILATERAL AGREEMENT WORKSHEET

Bilateral Agreement Template

Appendix B -- Page 2

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
1	Internetwork provisioning information and guidelines.	CLC Handbook, Section 16.5, <i>Provisions of LISA</i> .		
		CLC Handbook, Appendix F1, <i>CLC ISR Users' Guide</i> .		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		
2	SS7 & other critical internetwork compatibility testing.	CLC Operations Handbook-SS7, Section 16.7.3.2 & .3, <i>Pre-service & Protocol Testing</i> .		
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing</i> .		
		NOF Handbook, Section III, 3G, <i>SS7 Compatibility Testing</i> .		
3	Special protocol implementation agreements.	CCS Network Interface, Section 2.3, <i>Interface Protocol Messages</i> .		
		TR-246, T1.114 (SCCP) & T1.116 (SCCP); GR-317 and GR-394.		
		CCS Questionnaire, Section IV, D-2 <i>Switch Parameters</i> .		
4	Diversity requirements.	CCS Network Interface, Section 4.1, <i>Diversity Definition</i> .		
		NOF Handbook, Section III, 2D, <i>Link Responsibilities - Diversity</i> .		

Bilateral Agreement Template

APPENDIX B – CA
PACIFIC/NEXTLINK CALIFORNIA, INC.

Appendix B -- Page 3

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
5	Installation, maintenance guidelines and responsibilities.	CLC Operations Handbook-LISA, Section 16.6.2, <i>Responsibilities</i> .		
		CLC Operations Handbook-SS7, Section 16.7.2, <i>Responsibilities</i> .		
6	Network security requirements.	CLC Operations HB-LISA, Section 16.6.11 & .12, <i>Call Trace (Emergency & Fraud)</i> .		
7	Performance standards and service level agreements.	LISA Interface Specification, Section 4, <i>Performance</i> .		
8	Specific versions/issues of protocol or interface specification.	CCS Network Interface, Section 1.4, <i>Related Documents</i> .		
9	Maintenance procedures, including trouble reporting, status, etc.	CLC Operations Handbook-LISA, Section 16.6.4, <i>Maintenance</i>		
		CLC Operations Handbook-SS7, Section 16.7.4, <i>Maintenance</i>		

Bilateral Agreement Template

APPENDIX B – CA
PACIFIC/NEXTLINK CALIFORNIA, INC.

Appendix B -- Page 4

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
10	Internetwork trouble resolution and escalation procedures.	CLC Operations HB-LISA, Section 16.6.4 & .6, <i>Sectionalization; Escalations.</i>		
		CLC Operations HB-SS7, Section 16.7.4 & .6, <i>Sectionalization; Escalations.</i>		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		
11	In-depth root cause analysis of significant failures.	S.I. 131 - <i>Customer Service Quality Failure Report (Analysis).</i>		
12	Explicit forecasting information re: direct and subtending traffic.	CLC HB, Appendix C, <i>Interconnection Forecasts.</i>		
13	Explicit expectations regarding interoperability testing .	CLC Operations Handbook-SS7, Section 16.7.3.3 & .4, <i>Protocol/Acceptance Tests.</i>		
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>		
		CLC Operations Handbook-LISA, Section 16.6.3.3 <i>Acceptance Tests.</i>		
14	Network management.	CLC Operations HB-LISA, Section 16.6.2.5, <i>Network Management Guidelines.</i>		
		NOF Handbook, Section VI, <i>Network Management Guidelines.</i>		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		

Bilateral Agreement Template

APPENDIX B – CA
PACIFIC/NEXTLINK CALIFORNIA, INC.

Appendix B -- Page 5

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
15	Operating procedures.	CLC Operations Handbook - LISA (all sections).		
		CLC Operations Handbook - SS7, (all sections).		
16	Routing and screening administration.	LISA Interface Specification, Section 2.2, <i>Routing & Screening</i> .		
		CCS Network Interface, Section 2.2, <i>Routing & Screening (MTP/SCCP)</i> .		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		
17	Synchronization design and Company-wide coordinator(s).	CLC Operations Handbook-SS7, Section 16.7.3.5, <i>Synchronization</i> .		
18	Performance requirements.	LISA Interface Specification, Section 4, <i>Performance</i> .		
		CCS Network Interface, Section 5, <i>Performance</i>		
19	Responsibility assignment (testing, control, etc.).	CLC Operations Handbook - LISA (throughout).		
		CLC Operations Handbook - SS7, (throughout).		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		

Bilateral Agreement Template

APPENDIX B – CA
PACIFIC/NEXTLINK CALIFORNIA, INC.

Appendix B -- Page 6

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
20	Information sharing for analysis and problem identification.	CLC Oprs HB-LISA, Section 16.6.4.3 & 16.6.5 <i>Sectionalization & Intercarrier Testing.</i>		
		NOF Handbook, Section VII, <i>Information Sharing.</i>		
21	Network transition and service rearrangement management.	CLC Operations Handbook-LISA, Section 16.6.3.7, <i>Rearrangements.</i>		
		CLC Operations HB-SS7, Section 16.7.3.9, <i>Signaling Link Rearrangements.</i>		
		CCS Questionnaire, Section III, 2 <i>Trunk Conversion Considerations.</i>		
22	Calling Party Number privacy management.	CLC HB-LISA, Section 16.5.6, <i>Prerequisites, Limitations & Restrictions.</i>		
		Interconnection Agreement between _____ and Pacific, _____ 1996.		
23	Traffic engineering design criteria and capacity management.	Interconnection Agreement between _____ and Pacific, _____ 1996.		
24	Tones and announcements for unsuccessful call attempts.	CLC Operations HB-LISA, Section 16.6.9.4, <i>Tones and Announcements.</i>		
		CCS Network Interface, Section 3.4, <i>Tones and Announcements.</i>		
		NOF Handbook, Section III, Pg 17, <i>Tones and Announcements.</i>		

Bilateral Agreement Template

APPENDIX B – CA
PACIFIC/NEXTLINK CALIFORNIA, INC.

Appendix B -- Page 7

	Bilateral Agreement	Pacific Bell Reference(s)	CLC Reference(s)	Notes / Status
25	Mutual aid agreement(s).	CLC Handbook, Section 48, <i>Emergency Preparedness.</i>		
		<i>Agreement between BCCs for Nat'l Sectionurity Emergency Preparedness.</i>		
		<i>Mutual Aid Agreement Among IEC and LEC Carriers in California</i>		
26	Emergency communications plan.	Emergency Preparedness&Response Program, Tab 4, <i>Communications.</i>		
		NOF Handbook, Section III, Pg 16, <i>Emergency Communications.</i>		
27	Billing records data exchange.			
28	Pre-cutover internetwork trunk testing.	CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>		
		CLC Operations HB-LISA, Section 16.6.3.2 & .3, <i>Pre-Service/Acceptance Tests.</i>		
		CLC Operations HB-SS7, Section 16.7.3.4 & .5, <i>Protocol/Acceptance Tests.</i>		

APPENDIX D

BUSINESS ZONES

BUSINESS ZONES

ZONE 1			ZONE 2			ZONE 3		
1	ANMHCA01,02	1	116	AGORCA11	2	248	ACTNCA11	3
2	ANMHCA11	1	117	ALBYCA11	2	249	AGDLCA11	3
3	BRBNCA11	1	118	ALHBCA01	2	250	ALGHCA11	3
4	BRLNCA01	1	119	ALMDCA11	2	251	ALPICA12	3
5	BSRNCA70	1	120	ANHMCA12	2	252	ANCMCA01	3
6	BVLHCA01	1	121	ANTCCA11	2	253	ANGWCA11	3
7	CLCYCA11	1	122	ARCDCA11	2	254	ANNPCA11	3
8	CMTNCA01	1	123	ARTNCA11	2	255	APTSCA12	3
9	CNCRCA11	1	124	AUBNCA01	2	256	ARCTCA11	3
10	CNPKCA01	1	125	BALBCA01	2	257	AGRACA12	3
11	CRDMCA11	1	126	BELLCA11	2	258	ARMSCA11	3
12	CSMSCA11	1	127	BKFDCA12	2	259	ARLNCA11	3
13	ELSGCA12	1	128	BKFDCA14	2	260	ARBNCA11	3
14	ELTRCA11	1	129	BKLYCA01	2	261	ARVNCA11	3
15	FRMTCA11	1	130	BNCICA11	2	262	ASMTCA11	3
16	FRMTCA11	1	131	BNPKCA11	2	263	ATSCCA11	3
17	FROKCA11	1	132	BREACA12	2	264	ATWRCA12	3
18	FUTNCA01	1	133	CHICCA01	2	265	AUBNCA11	3
19	GLDLCA11	1	134	CHVSCA11	2	266	AVBHCA11	3
20	GRDNCA01	1	135	CLVACA11	2	267	AVLNCA11	3
21	HLWDCA01	1	136	COLACA01	2	268	AVNLCA12	3
22	HNPKCA01	1	137	CORNCA11	2	269	BAKRCA11	3
23	HWTHCA01	1	138	CORNCA11	2	270	BCWYCA11	3
24	HYWRCA01	1	139	CRLSCA11	2	271	BDBACA11	3
25	HYWRCA11	1	140	CRLSCA12	2	272	BEALCA11	3
26	IGWDCA01	1	141	CRNDCA11	2	273	BGGSCA11	3
27	IRVNCA01	1	142	DAVLCA12	2	274	BGSRCA11	3
28	IRVNCA11	1	143	DAVLCA13	2	275	BGVLCA11	3
29	IRVNCA12	1	144	DAVSCA11	2	276	BKFDCA11	3
30	LACNCA11	1	145	DLMRCA12	2	277	BKFDCA13	3
31	LAMSCA01	1	146	ELCJCA11	2	278	BKFDCA15	3
32	LSANCA02,01,03,04	1	147	ELCNCA01	2	279	BKFDCA17	3
33	LSANCA07	1	148	ELMNCA01	2	280	BKFDCA19	3
34	LSANCA08	1	149	ELSBCA11	2	281	BLCKCA11	3
35	LSANCA09	1	150	ENCTCA12	2	282	BLLKCA11	3
36	LSANCA10	1	151	ESCNCA01	2	283	BLRSCA12	3
37	LSANCA11	1	152	BURKCA01	2	284	BNGRCA11	3
38	LSANCA12	1	153	FLSMCA12	2	285	BNLMCA11	3
39	LSANCA15	1	154	FLSMCA13	2	286	BNVLCA11	3
40	LSANCA29	1	155	FLSMCA14	2	287	BRDLCA91	3
41	LSANCA34	1	156	FNTACA11	2	288	BRSPCA11	3
42	LSANCA35	1	157	FRFDCA01	2	289	BRWDCA12	3
43	MLRDCA11	1	158	FRSNCA01	2	290	BRWLCA11	3
44	MLPSCA11	1	159	FRSNCA11	2	291	BTCYCA11	3
45	MTVWCA11	1	160	FRSNCA12	2	292	BTISCA11	3
46	NHWDCA01	1	161	FRSNCA13	2	293	BURLCA11	3
47	NHWDCA02	1	162	FRSNCA14	2	294	BVLYCA11	3
48	NORGCA11	1	163	GRGVCA01	2	295	BVSPCA11	3
49	NSCRCA11	1	164	HRCLCA11	2	296	BYPKCA11	3
50	OKLDCA03	1	165	IMBHCA11	2	297	CAMPCA11	3
51	OKLDCA11	1	166	LACRCA11	2	298	CBMTCA11	3
52	OKLDCA12	1	167	LAJLCA11	2	299	CHLNCA11	3
53	ORNGCA11	1	168	LGNGCA12	2	300	CHLRCA11	3
54	ORNGCA13	1	169	LODIICA01	2	301	CHVSCA12	3
55	ORNGCA14	1	170	LOMTCA11	2	302	CHWCCA11	3

APPENDIX D – CA
PAGE 3 OF 8
PACIFIC/NEXTLINK CALIFORNIA, INC.

56	PLALCA02	1	171	LRKSCA11	2	304	CLBSCA50	3
58	PLTNCA12	1	173	LSANCA06	2	305	CLNGCA01	3
59	PLTNCA13	1	174	LSANCA13	2	306	CLOKCA11	3
59	PLTNCA13	1	174	LSANCA13	2	306	CLOKCA11	3
60	PRMTCA01	1	175	LSANCA14	2	307	CLPTCA11	3
61	PSDNCA11	1	176	LSANCA23	2	308	CLSTCA11	3
62	PSDNCA12	1	177	LSANCA38	2	309	CLXCCA12	3
63	RDCYCA01	1	178	LSANCA56	2	310	CMBACA11	3
64	RESDCA01	1	179	LSATCA11	2	311	CMNLCA11	3
65	RILTCA11	1	180	LVMRCA11	2	312	CMPDCA01	3
66	ROSMCA11	1	181	MCLNCA01	2	313	CMPVCA11	3
67	RVSDC01	1	182	MDSTC02,52	2	314	CNVYCA11	3
68	SCRMCA01	1	183	MLVYCA01	2	315	CODLCA11	3
69	SCRMCA02	1	184	MNPCKA11	2	316	CORDCA12	3
70	SCRMCA03	1	185	MRCSCA01	2	317	CRCTCA02	3
71	SCRMCA11	1	186	MRTZCA11	2	318	CRMLCA11	3
72	SCRMCA12	1	187	MSVJCA60	2	319	CRNGCA12	3
73	SGATCA01	1	188	MTRYCA01	2	320	CRPLCA11	3
74	SHOKCA01,04	1	189	NAPACA01	2	321	CRTHCA11	3
75	SNANCA01	1	190	NHLCA11	2	322	CRVYCA11	3
76	SNANCA11	1	191	NSCRCA12	2	323	CSTCCA11	3
77	SNBUCA02	1	192	NTCYCA11	2	324	CSVLCA11	3
78	SNCRCA11	1	193	OCSOCA11	2	325	CTTICA12	3
79	SNDGCA01	1	194	OKLDCA04	2	326	CTVLCA11	3
80	SNDGCA02	1	195	OKLDCA13	2	327	CTWDCA11	3
81	SNDGCA03	1	196	PCBHCA01	2	328	CWLDCA12	3
82	SNDGCA06	1	197	PCBHCA11	2	329	CYCSCA11	3
83	SNDGCA11	1	198	PLCNCA11	2	330	CYTNCA11	3
84	SNDGCA14	1	199	PSBGCA11	2	331	CYWLCA11	3
85	SNDGCA15	1	200	PTLMCA01	2	332	DELNCA11	3
86	SNDGCA16	1	201	RBRNCA11	2	333	DINBCA01	3
87	SNFCCA01	1	202	RCMDCA11	2	334	DISNCA11	3
88	SNFCCA01,64	1	202	RCMDCA11	2	335	DLRYCA11	3
89	SNFCCA05	1	203	RDNGCA02	2	336	DLZCA11	3
90	SNFCCA13	1	205	RNPSCA11	2	337	DNGNCA12	3
91	SNFCCA14	1	206	RNSDCA11	2	338	DNSMCA11	3
92	SNFCCA19	1	207	RTPKCA11	2	339	DTFLCA11	3
93	SNFCCA21	1	208	SANTCA01	2	340	DWNVCA11	3
94	SNJSCA02	1	209	SCRMCA13	2	341	EDWRCA01	3
95	SNJSCA11	1	210	SIMICA11	2	342	EKCKCA11	3
96	SNJSCA12	1	211	SJPCPA12	2	343	ELK-CA11	3
97	SNJSCA13	1	212	SKTNCA01	2	344	ERLMCA11	3
98	SNJSCA14	1	213	SKTNCA11	2	345	ELCLCA11	3
99	SNJSCA21	1	214	SLNSCA01	2	346	ESPRCA11	3
100	SNLNCA11	1	214	SLNSCA11	2	347	FETNCA11	3
101	SNMTCA11	1	216	SNANCA12	2	348	FLBDCA12	3
102	SNPDCA01	1	217	SNCLCA12	2	349	FLMRCA11	3
103	SNMRCA11	1	218	SNCZCA01	2	350	FRBHCA11	3
104	SNRCCA01	1	219	SNCZCA11	2	351	FRCKCA11	3
105	SNTCCA11	1	220	SNDGCA05	2	352	FRGLCA11	3
106	SNVACA01	1	221	SNDGCA12	2	353	FRSNCA15	3
107	SNVACA11	1	222	SNFCCA06	2	354	FRVLCA11	3
108	TRNCCA11	1	223	SNFCCA17	2	355	FLVLCA11	3
109	TUSTCA70	1	224	SNGBCA01	2	356	FTRBCA02	3
110	UNCYCA11	1	225	SNJSCA15	2	357	FTUNCA11	3
111	VNNYCA02	1	226	SNLOCA01	2	358	FVPNCA11	3
112	WLANCA01	1	227	SNMCCA11	2	359	FZPKCA11	3
113	WLMGCA01	1	228	SNRFCA01	2	360	GALTCA11	3
114	WNCNCA11	1	229	SNRFCA11	2	361	GNFDCA11	3
115	WSCRCA11	1	230	SNRSCA01	2	362	GNZLCA11	3

APPENDIX D – CA
PAGE 4 OF 8
PACIFIC/NEXTLINK CALIFORNIA, INC.

231	SNYSCA12	2	363	GRBRCA11	3
232	SONMCA12	2	364	GRDLCA11	3
233	SPSDCA12	2	365	GRNDCA13	3
234	SSLTCA11	2	366	GRTWCA11	3
235	TBRNCA11	2	367	GRVYCA01	3
236	TRACCA11	2	368	GRVYCA11	3
237	TUSTCA11	2	369	GRVYCA12	3
238	VCVLCA12	2	370	GRHNCA11	3
239	VISLCA11	2	371	GULLCA11	3
240	VISTCA12	2	372	GUSTCA11	3
241	VLLJCA01	2	373	GUVLCA11	3
242	VNTRCA02	2	374	GVLDCA11	3
243	VNTRCA11	2	375	GYVLCA11	3
244	WDLCA11	2	376	GZLLCA11	3
245	WTVLCA01	2	377	HERLCA11	3
246	YBCYCA01	2	378	HGLDCA11	3
247	YRLNCA11	2	379	HGSNCA11	3
			380	HLBFCA11	3
			381	HLSTCA11	3
			382	HLVLCA11	3
			383	HMBACA12	3
			384	HMCYCA11	3
			385	HMWDCA11	3
			386	HNFRCA01	3
			387	HPLDCA12	3
			388	HRBKCA11	3
			389	HURNCA11	3
			390	HYVLCA11	3
			391	IGNCCA12	3
			392	IMPRCA11	3
			393	INVRCA11	3
			394	IONECA11	3
			395	OVNHCA11	3
			396	JAMLCA60	3
			397	JCMBCA11	3
			398	JCSNCA01	3
			399	JMTWCA11	3
			400	JULNCA12	3
			401	KGBFCA11	3
			402	KGCYCA11	3
			403	KLVLCA12	3
			404	KNFYCA11	3
			405	KYBRCA11	3
			406	LAHNCA11	3
			407	LAMTCA11	3
			408	LATNCA11	3
			409	LCFRCA11	3
			410	LEBCCA11	3
			411	LEBCCA12	3
			412	LBMRCA11	3
			413	LEMRC12	3
			414	LFYTCA11	3
			415	LGRDCA11	3
			416	LGRNCA12	3
			417	LKBRCA11	3
			418	LKLACA11	3
			419	LKPTCA02	3
			420	LKSDCA11	3
			421	LLTNCA11	3
			422	LNCLCA11	3
			423	LNVCYCA11	3
			424	LOLTCA11	3

APPENDIX D – CA
PAGE 5 OF 8
PACIFIC/NEXTLINK CALIFORNIA, INC.

425	LOMSCA11	3
426	LSBNCA12	3
427	LSMLCA11	3
428	LSTNCA11	3
429	LTRKCA11	3
430	LVOKCA11	3
431	LWLKCA11	3
432	MADRCA11	3
433	MADRCA12	3
434	MARNCA11	3
435	MCCSCA11	3
436	MDSTCA03	3
437	MDSTCA04	3
438	MDSTCA05	3
439	MDTWCA11	3
440	MKHLCCA12	3
441	MKVLCA11	3
442	IMLTNCA12	3
443	MNDCCA11	3
444	MNDTCA11	3
445	MNRICA11	3
446	MOJVCA01	3
447	MORGCA12	3
448	MRBACA11	3
449	MRDNCA11	3
450	MRDNCA11	3
451	MRPHCA11	3
452	MRPKCA12	3
453	MSBHCA11	3
454	MTAGCA11	3
455	MTPSCA11	3
456	MTSHCA11	3
457	MYVICA01	3
458	NCLSCA12	3
459	NHLLCA01	3
460	NICECA11	3
461	NICSCA11	3
462	NILDCA11	3
463	NILDCA12	3
464	NIPMCA11	3
465	NSJNCA11	3
466	NVCYCA11	3
467	NWCSCA11	3
468	NWMNCA12	3
469	NYUBCA11	3
470	OCDNCA11	3
471	OJAICA11	3
472	OKDLCA11	3
473	OKLYCA11	3
474	OKVWCA11	3
475	OLDLCA11	3
476	ORCVCA11	3
477	ORLDCA11	3
478	ORNDCA11	3
479	ORSICA11	3
480	ORVACA11	3
481	ORVLCA11	3
482	ORVLCA12	3

APPENDIX D – CA
PAGE 6 OF 8
PACIFIC/NEXTLINK CALIFORNIA, INC.

483	OTMSCA11	3
484	PALACA11	3
485	PCFCCA11	3
486	PKLYCA11	3
487	PIRUCA11	3
488	PLDLCA01	3
489	PLGVCA12	3
490	PLMOCA11	3
491	PLNDCA11	3
492	PLVLCA11	3
493	PLVLCA12	3
494	PNARCA11	3
495	PNCRCA11	3
496	PNVYCA11	3
497	POWYCA11	3
498	PPWDCA11	3
499	PRDSCA11	3
500	PRDSCA12	3
501	PRLRCA11	3
502	PRSNCA11	3
503	PSBGCA01	3
504	PSBHCA11	3
505	PSCDCA11	3
506	PSKNCA11	3
507	PSRBCA01	3
508	PTOLCA01	3
509	PTVLCA11	3
510	PTVYCA11	3
511	PXLYCA11	3
512	ONCYCA12	3
513	RAMNCA11	3
514	RCKLCA11	3
515	RCVACA11	3
516	RDBLCA01	3
517	RIDECA11	3
518	RILNCA12	3
519	RNMRC11	3
520	RSFECA12	3
521	RSMDCA11	3
522	RSMGCA11	3
523	RVDLCA11	3
524	RVRBCA11	3
525	RVSDCA11	3
526	SAGSCA11	3
527	SATCCA12	3
528	SBSTCA11	3
529	SCVYCA01	3
530	SDSPCA11	3
531	SELMCA11	3
532	SESDCA11	3
533	SGSPCA11	3
534	SHFTCA11	3
535	SHLDCCA01	3
536	SHSHCA11	3
537	SKTNCA12	3
538	SKTNCA14	3
539	SLDDCA11	3
540	SLMNCA11	3
541	SLNSCA12	3
542	SLNSCA13	3

APPENDIX D – CA
PAGE 7 OF 8
PACIFIC/NEXTLINK CALIFORNIA, INC.

543	SLNSCA14	3
544	SLVRCA11	3
545	SMAVCA11	3
546	SNADCA11	3
547	SNARCA11	3
548	SNGNCA11	3
549	SNJNCA11	3
550	SNJSCA18	3
551	SNJSCA20	3
552	SNLCCA11	3
553	SNMACA11	3
553	SNMACA11	3
554	SNMICA11	3
555	SNRACA13	3
556	SNRSCA11	3
557	SPVLCA11	3
558	SRCYCA11	3
559	SRFRCA11	3
560	SRVLCA11	3
561	STAHCA01	3
562	STAHCA12	3
563	STAHCA13	3
564	STEHCA11	3
565	STCKCA11	3
566	STFRCA11	3
567	STHNCA11	3
568	SUSICA11	3
569	SUNLCA11	3
570	THCHCA01	3
571	THCYCA01	3
572	THRRCA11	3
573	THTNCA11	3
574	TMSLCCA12	3
575	TMTNCCA11	3
576	TPTNCA11	3
577	TRBLCA11	3
578	TRLCCA11	3
579	TRNDCA11	3
580	TRPSCA11	3
581	TRUCCA11	3
582	TRUCCA12	3
583	TULRCA11	3
584	TWHRCA11	3
585	UKIHCA01	3
586	UKIHCA12	3
587	UPLKCA11	3
588	VINACA12	3
589	VLCTCA11	3
590	VYFRCA11	3
591	VYSPCA11	3
592	WANACA1	3
593	WASCCA01	3
594	WDLKCCA11	3
595	WEEDCCA01	3
596	WEOTCA11	3
597	WLBSCA11	3
598	WLLCCA11	3
599	WLTSCA12	3
600	WLWSCCA11	3
601	SNDSCA11	3
602	WNSPCA12	3

603	WNTRCA11	3
604	WTFRCA11	3
605	WTLDC12	3
606	YNVLCA11	3
607	YREKCA11	3
608	YRLNCA12	3
609	YSMTCA11	3
610	YSMTCA12	3

APPENDIX E
RESIDENCE ZONES

WIRECENTER ZONING

LEAST DENSE

1	ACTNCA11	3
1	AGDLCA11	3
3	AGORCA11	3
4	ALGHCA11	3
5	ALPIDC12	3
6	ANCMCA01	3
7	ANGWCA11	3
8	ANNPCA11	3
9	ANTCCA11	3
10	APTSCA12	3
11	ARCTCA11	3
12	ARGRCA121	3
13	ARMSCA11	3
14	ARNLCA11	3
15	ARSNCA11	3
16	ARVNCA11	3
17	ASMTCA11	3
18	ATSCCA11	3
19	ATWRCA12	3
20	AUBNCA01	3
21	AUBNCA11	3
22	AVBHCA11	3
23	AVLNCA11	3
24	AVNLCA12	3
25	BAKRCA11	3
26	BCWYCA11	3
27	BDBACA11	3
28	BEALCA11	3
29	BGGSCA11	3
30	BFSRCA11	3
31	BGVLCA11	3
32	BKFDCA11	3
33	BKFDCA13	3
34	BKFDCA14	3
35	BKFDCA15	3
36	BKFDCA17	3
37	BKFDCA19	3
38	BLCKCA11	3
39	BLKCA11	3
40	BLRSCA12	3
41	BNCICA11	3
42	BNGRCA11	3
43	BNLMCA11	3
44	BNVLCA11	3
45	BRDLCA91	3
46	BRSPCA11	3
47	BRWDCA12	3
48	BRWLCA11	3
49	BTCYCA11	3
50	BTISCA11	3
51	BURLCA11	3
52	BVLYCA11	3
53	BVSPCA11	3

MIDDLE DENSITY

421	ARCACA11	2
422	ARTNCCA11	2
423	BKRDCA12	2
424	BNPKCA111	2
425	BREACA12	2
426	BRLNCA01	2
427	CHVSCA11	2
428	CNCRCA01	2
429	CNPKCA01	2
430	COTNCA11	2
431	CRDMCA11	2
432	CRLSCA11	2
433	CRCLCA12	2
434	CRNDCA11	2
435	DLMRCA12	2
436	ELCJCA11	2
437	ELMNCA01	2
438	ELSBCA11	2
439	ELTRCA11	2
440	ENCTCA12	2
441	FLSMCA14	2
442	FRMTCA11	2
443	FRMTCA12	2
444	FROKCA11	2
445	FRSNCA11	2
446	FRSNCA12	2
447	FRSNCA13	2
448	FUTNCA01	2
449	HRCLCA11	2
450	HYWRCA11	2
451	IMBHCA11	2
452	IRVNCA01	2
453	IRVNCA12	2
454	LACRCA11	2
455	LAJLCA11	2
456	LAMSCA01	2
457	LGNGCCA12	2
458	LKRSCA11	2
459	LSANCA23	2
460	MCLNCABA	2
461	MLVYCA01	2
462	MSVJCA60	2
463	MTRYCA01	2
464	MTVWCA11	2
465	NHLDCA11	2
466	NHWDCA01	2
467	NORGCA11	2
468	NTCYCA11	2
469	OCSOCA11	2
470	OKLDCA12	2
471	OKLDCA13	2
472	ORNGCA11	2
473	ORNGCA13	2

MOST DENSE

524	ALBYCA11	1
525	ALHBCA01	1
526	ALMDCA11	1
527	ANHMCA01,02	1
528	ANHMCA11	1
529	ANHMCA12	1
530	BALBCA01	1
531	BELLCA11	1
532	BKLYCA01	1
533	BRBNCA11,13	1
534	BSRNCA50	1
535	BVHLCA01	1
536	CLCYCA11	1
537	CMTNCA01	1
538	COLACA01	1
539	CSMSCA11	1
540	ELSGCA12	1
541	GLDLCA11	1
542	GRDNCA01	1
543	GRGVCA01	1
544	HLWDCA01	1
545	HNPCKA01	1
546	HWTHCA01	1
547	IGWDCA01	1
548	IRVNCA11	1
549	LACNCA11	1
550	LOHTCA11	1
551	LSANCA02,01,03,04	1
552	LSANCO05	1
553	LSANCA06	1
554	LSANCA07	1
555	LSANCA08	1
556	LSANCA09	1
557	LSANCA10	1
558	LSANCA11	1
559	LSANCA12	1
560	LSANCA13	1
561	LSANCA14	1
562	LSANCA15	1
563	LSANCA29	1
564	LSANCA34	1
565	LSANCA35	1
566	LSANCA38	1
567	LSANCA56	1
568	MLBRCA11	1
569	NHWDCA02	1
570	NSCRCA11	1
571	OKLDCA03	1
572	OKLDCA04	1
573	OKLDCA11	1
574	OTNGCA14	1
575	PLALCA02	1
576	PLTNCA13	1

WIRECENTER ZONING

LEAST DENSE

54	BYPKCA11	3
55	CAMPCA11	3
56	CBMTCA11	3
57	CHICCA01	3
58	CHLNCA11	3
59	CHLRCA11	3
60	CHVSCA12	3
61	CHWCCA11	3
62	CLBSCA11	3
63	CLBSCA50	3
64	CLNGCA01	3
65	CLOKCA11	3
66	CLPTCA11	3
67	CLSTCA11	3
68	CLVSCA11	3
69	CLXCCA12	3
70	CMBACA11	3
71	CMNLCA11	3
72	CMPDCA01	3
73	CMPVCA11	3
74	CNVYCA11	3
75	CODLCA11	3
76	CORDCA12	3
77	NORNCA11	3
78	CRCTCA02	3
79	CRMLCA11	3
80	CRNGCA12	3
81	CRPLCA11	3
82	CRTHCA11	3
83	CRVYCA11	3
84	CSTCCA11	3
85	CSVLCA11	3
86	CTTICA121	3
87	CTVLCA11	3
88	CTWDCA11	3
89	CWLSCA12	3
90	CYCSCA11	3
91	CYTNCA11	3
92	CYWLCA11	3
93	DAVLCA12	3
94	DAVLCA13	3
95	DAVSCA11	3
96	DELNCA11	3
97	DINBCA01	3
98	DIXNCA11	3
99	DLRYCA11	3
100	DLZRCA11	3
101	DNGNCA12	3
102	DNSMCA11	3
103	DTFLCA11	3
104	DWNVCA11	3
105	EDWRCA11	3
106	IKCKCA11	3
107	ELCNCA01	3

MIDDLE DENSITY

474	ORVACA11	2
475	PCBHCA01	2
476	PCBHCA11	2
477	PCFCCA11	2
478	PLALCA12	2
479	PLCNCA11	2
480	PLTNCA112	2
481	PSDNCA112	2
482	RBRNCA11	2
483	RCKLCA11	2
484	RCMDCA11	2
485	RDCYCA01	2
486	RESDCA01	2
487	RILTCA11	2
488	RNPSCA11	2
489	RNSDCA11	2
490	RVSDCA01	2
491	SCRMCA02	2
492	SCRMCA03	2
493	SCRMCA12	2
494	SCRMCA13	2
495	SNANCA12	2
496	SNCLCA12	2
497	SNCRCA11	2
498	SNCZCA11	2
499	SNDGCA03	2
500	SNDGCA05	2
501	SNDGCA11	2
502	SNDGCA12	2
503	SNDGCA14	2
504	SNDGCA15	2
505	SNDGCA16	2
506	SNFCCA17	2
507	SNJSCA11	2
508	SNJSCA12	2
509	SNJSCA13	2
510	SNLNCA11	2
511	SNPDCA01	2
512	SNRFCA01	2
513	SNRFCA11	2
514	SNRMCA11	2
515	SNYSCA12	2
516	SSLTCA11	2
517	TBRNCA11	2
518	TUSTCA11	2
519	UNCYCA11	2
520	VISTCA12	2
521	VNTRCA11	2
522	WLMGCA01	2
523	WNCKCA11	2

MOST DENSE

577	PRMTCA01	1
578	ROSMCA11	1
579	SCRMCA01	1
580	SCRMCA11	1
581	SGATCA01	1
582	SHOKCA01,04	1
583	SNANCA01	1
584	SNANCA11	1
585	SNBUCA02	1
586	SNDGCA01	1
587	SNDGCA02	1
588	SNDGCA06	1
589	SNFCCA01	1
590	SNFCCA04,64	1
591	SNPCCA05	1
592	SNFCCA06	1
593	SNFCCA13	1
594	SNFCCA14	1
595	SNFCCA19,12	1
596	SNFCCA21	1
597	SNGBCA01	1
598	SNJSCA02	1
599	SNJSCA02	1
600	SNJSCA21	1
601	SNMTCA11	1
602	SNTCCA01	1
603	SNTCCA11	1
604	SNVACA01	1
605	SNVACA11	1
606	SPSDCA11	1
607	TRNCCA11	1
608	TUSTCA70	1
609	VNNYCA02	1
610	WLANCA01	1

WIRECENTER ZONING

LEAST DENSE	MIDDLE DENSITY	MOST DENSE
108 ELK-CA11		3
109 ERLMCA11		3
111 ESCNCA01		3
112 ESPRCA11		3
113 EURKCA01		3
114 FETNCA11		3
115 FLBKCA12		3
116 FLMRCA11		3
117 FLSMCA12		3
118 FLSMCA13		3
119 FNTACA11		3
120 FRBHCA11		3
121 FRCKCA11		3
122 FRFDCA01		3
123 FRGLCA11		3
124 FRSNCA01		3
125 FRSNCA14		3
126 FRSNCA15		3
127 FRVLCA11		3
128 FSVLCA11		3
129 FTBRCA02		3
130 FTUNCA11		3
131 FVNPCA11		3
132 FZPKCA11		3
133 GALTCA11		3
134 GNFDCA11		3
135 GNZLCA11		3
136 GRBRCA11		3
137 GRDLCA11		3
138 GRNDCA13		3
139 GRTWCA11		3
140 GRVYCA01		3
141 GRVYCA11		3
142 GRVYCA12		3
143 GSHNCA11		3
144 GULLCA11		3
145 GUSTCA11		3
146 GUVLCA11		3
147 GVLDCA11		3
148 GYVLCA11		3
149 GZLLCA11		3
150 HERLCA11		3
151 HGLDCA11		3
152 HGSNCA11		3
153 HLBGCA11		3
154 HLSTCA11		3
155 HVLCA11		3
156 HMBACA12		3
157 HMCYCA11		3
158 HMWDCA11		3
159 HNFRCA01		3
160 HPLDCA12		3
161 HRBKCA11		3

WIRE CENTER ZONING

LEAST DENSE	MIDDLE DENISTY	MOST DENSE
162 HURNCA11	3	
163 HYVLCA11	3	
164 HYWRCA01	3	
165 IGNCCA12	3	
166 IMPRCA11	3	
167 INVRCA11	3	
168 IONECA11	3	
169 IVHNCA11	3	
170 JAMLCA11	3	
171 JCMBCA11	3	
172 JCSNCA01	3	
173 JMTWCA11	3	
174 JULNCA12	3	
175 KGBGCA11	3	
176 KGCYCA11	3	
177 KLVLC12	3	
178 KNFYCA11	3	
179 KYBRCA11	3	
180 LAHNCA11	3	
181 LAMTCA11	3	
182 LATNCA11	3	
183 LCFRCA11	3	
184 LEBCCA11	3	
185 LEBCCA12	3	
186 LEMRCA11	3	
187 LEMRCA12	3	
188 LFYTCA11	3	
189 LGRDCA11	3	
190 LGRNCA12	3	
191 LKBRCA11	3	
192 LKLACA11	3	
193 LKPTCA02	3	
194 LKSDCA12	3	
195 LLTNCA11	3	
196 LNCLCA11	3	
197 LNVYCA11	3	
198 LOKICA01	3	
199 LOLTCA11	3	
200 LOMSCA11	3	
201 LSATCA11	3	
202 LSBNCA12	3	
203 LSLMCA11	3	
204 LSTNCA11	3	
205 LTRKCA11	3	
206 LVMRCA11	3	
207 LVOKCA11	3	
208 LWLKCA11	3	
209 MADRCA11	3	
210 MADRCA12	3	
211 MARNCA11	3	
212 MCCSCA11	3	
213 MDSTCA02	3	
214 MDSTCA03	3	
215 MDSTCA04	3	

WIRECENTER ZONING

LEAST DENSE		MIDDLE DENISTY	MOST DENSE
216	MDSTCA05	3	
217	MDTWCA11	3	
218	MKHLCA12	3	
219	MKVLCA11	3	
220	MLPSCA11	3	
221	MLTNCA12	3	
222	MNDCCA11	3	
223	MNDTCA11	3	
224	MNPKCA11	3	
225	MNRICA11	3	
226	MOJVCA01	3	
227	MORGCA12	3	
228	MRBACA11	3	
229	MRCDCA01	3	
230	MRDNCA11	3	
231	MRNDCA11	3	
232	MRPHCA11	3	
233	MRPKCA12	3	
234	MRTZCA11	3	
235	MSBHCA11	3	
236	MTAGCA11	3	
237	MTPSCA11	3	
238	MTSHCA12	3	
239	MYVICA01	3	
240	NAPACA01	3	
241	NCLSCA12	3	
242	NHLLCA01	3	
243	NICECA11	3	
244	NICSCA11	3	
245	NILDCA11	3	
246	NILDCA12	3	
247	NIPMCA11	3	
248	NSCRCA12	3	
249	NLJNCA11	3	
250	NVCYCA11	3	
251	NWCSCA11	3	
252	NWMNCA12	3	
253	NYUBCA11	3	
254	OCDNCA11	3	
255	OJAICA11	3	
256	OKDLCA11	3	
257	OKLY CA11	3	
258	OKVWCA11	3	
259	OLDLCA11	3	
260	ORCVCA11	3	
261	ORLDCA11	3	
262	ORNDCA11	3	
263	ORSICA11	3	
264	ORVLCA11	3	
265	ORVLCA12	3	
266	OTMSCA11	3	
267	PALACA11	3	
268	PDLYCA11	3	
269	PIRUCA11	3	

WIRECENTER ZONING

LEAST DENSE		MIDDLE DENSITY	MOST DENSE
270	PLDLCA01	3	
271	PLGVCA12	3	
272	PLMOCA11	3	
273	PLNKCA11	3	
274	PLVLCA11	3	
275	PLVLCA12	3	
276	PNARCA11	3	
277	PNCRCA11	3	
278	PNVYCA11	3	
279	POWYCA11	3	
280	PPWDCA11	3	
281	PRDSCA11	3	
282	PRDSCA12	3	
283	PRLRCA11	3	
284	PRSNCA11	3	
285	PSBGCA01	3	
286	PSBGCA11	3	
287	PSBHCA11	3	
288	PSCDCA11	3	
289	PSDNCA11	3	
290	PSKNCA11	3	
291	PSRBCA01	3	
292	PTLMCA01	3	
293	PTOLCA01	3	
294	PTVLCA11	3	
295	PTVYCA11	3	
296	PXLYCA11	3	
297	ONCYCA12	3	
298	RAMNCA11	3	
299	RCVACA11	3	
300	RDBLCA01	3	
301	RDNGCA02	3	
302	RDNGCA11	3	
303	RIDECCA11	3	
304	RILNCA12	3	
305	RNMRC A11	3	
306	RSFECA12	3	
307	RSMDCA11	3	
308	RSMGCA11	3	
309	RTPKCA11	3	
310	RVDLCA11	3	
311	RVRBCA11	3	
312	RVSDCA11	3	
313	SAGSCA11	3	
314	SANTCA01	3	
315	SATCCA12	3	
316	SBSTCA11	3	
317	SCVYCA01	3	
318	SDSPCA11	3	
319	SELMCA11	3	
320	SESDCA11	3	
321	SGSPCA11	3	
322	SHFTCA11	3	
323	SHLKCA01	3	

WIRECENTER ZONING

LEAST DENSE		MIDDLE DENSITY	MOST DENSE
324	SHSHCA11	3	
325	SIMICA11	3	
326	SJCPCA12	3	
327	SKTNCA01	3	
328	SKTNCA11	3	
329	SKTNCA12	3	
330	SKTNCA14	3	
331	SLDDCA11	3	
332	SLMNCA11	3	
333	SLNSCA01	3	
334	SLNSCA11	3	
335	SLNSCA12	3	
336	SLNSCA13	3	
337	SLNSCA14	3	
338	SLVRCA11	3	
339	SMAVCA11	3	
340	SNADCA11	3	
341	SNARCA11	3	
342	SNCZCA01	3	
343	SNGNCA11	3	
344	SNJNCA11	3	
345	SNJSCA15	3	
346	SNJSCA18	3	
347	SNJSCA20	3	
348	SNLCCA11	3	
349	SNLOCA01	3	
350	SNMACA11	3	
351	SNMCCA11	3	
352	SNMICA11	3	
353	SNRACA13	3	
354	SNRSCA01	3	
355	SNRSCA11	3	
356	SONMCA12	3	
357	SPVLCA11	3	
358	SRCYCA11	3	
359	SRFRCA11	3	
360	SRVLCA11	3	
361	STAHCA01	3	
362	STAHCA12	3	
363	STAHCA13	3	
364	STBHCA11	3	
365	STCKCA11	3	
366	STFRCA11	3	
367	STHNCA11	3	
368	SUISCA11	3	
369	SUNLCA11	3	
370	THCHCA01	3	
371	THCYCA01	3	
372	THRRCA11	3	
373	THTNCA11	3	
374	TMLSCA12	3	
375	TMTNCA11	3	
376	TPTNCA11	3	
377	TRACCA11	3	

WIRECENTER ZONING

LEAST DENSE		MIDDLE DENISTY	MOST DENSE
378	TRBLCA11	3	
379	TRLCCA11	3	
380	TRNDCA11	3	
381	TRPSCA11	3	
382	TRUCCA11	3	
383	TRUCCA12	3	
384	TULRCA11	3	
385	TWHRCA11	3	
386	UKIHCA01	3	
387	UKIHCA12	3	
388	UPLKCA11	3	
389	VCVLCA12	3	
390	VINACA12	3	
391	VISLCA11	3	
392	VLCTCA11	3	
393	VLLJCA01	3	
394	VNTRCA0	3	
395	VYFRCA11	3	
396	VYSPCA11	3	
397	WANACA11	3	
398	WASCCA01	3	
399	WDLDC11	3	
400	WDLKCA11	3	
401	WEEDCA01	3	
402	WEOTCA11	3	
403	WLBSCA11	3	
404	WLLCCA11	3	
405	WLTSCA12	3	
406	WLWSCA11	3	
407	WNDSCA11	3	
408	WNSPCA12	3	
409	WNTRCA11	3	
410	WSCR A11	3	
411	WTFRCA11	3	
412	WTLDC12	3	
413	WTVLCA01	3	
414	YBCYCA01	3	
415	YNVLCA11	3	
416	YREKCA11	3	
417	YRLNCA11	3	
418	YRLNCA12	3	
419	YSMTCA11	3	
420	YSMTCA12	3	

APPENDIX F

Unbundled Switching and Transport

APPENDIX F

In this Appendix, rates for certain services and Network Elements are specified as “To Be Determined” (TBD). In addition, numerous provisions of this Agreement refer to prices set forth in this Appendix. In the event of such a reference in this Agreement where there is no corresponding price in this Appendix, it shall be deemed to be TBD. With respect to all TBD prices, prior to CLEC ordering any such TBD items, the Parties shall meet and confer to establish a price.

1 Unbundled Switching

1.1 Unbundled Local Switching Network Element (LSNE): Pacific shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN supporting capabilities, and vertical features, with routing to interoffice trunks and interoffice transport provided by Pacific or to designated trunk groups specified and purchased by CLEC. Pacific designates this service “Local Switching Network Element” (LSNE). In purchasing LSNE, CLEC must obtain a line side port (including a telephone number and, at CLEC’s option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using Pacific’s switch and no trunk designation is made for completion of such calls.

1.1.1 Types of charges

1.1.1.1 Line Port charges are as set forth in this Appendix, Attachment 1 (“Price Sheet”).

1.1.1.2 Nothing in this Section 1 means that the vertical features are included or excluded from the prices for switching. The issue of the appropriate charges for vertical features, if any, shall be as specified in the Price Sheet.

1.1.1.3 Any applicable directory assistance or operator assistance charges are as set forth in the Price Sheet.

1.1.1.4 Usage sensitive (per minute of use) local switching charges are as set forth in the Price Sheet. Usage will be recorded in one second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E911 calls, calls to time and weather announcements, etc. Pacific will (where feasible) measure and charge for all non-conversation time (e.g., ringing, calls to busy lines, intercept). Where non-conversation time cannot be measured the Parties will mutually agree on the appropriate measure and charge. Where measurement of terminating minutes to the LSNE is not possible, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes. At CLEC’s request, an initial review will be concluded within six (6) months of the initial in-service date for CLEC’s LSNEs.

- 1.1.1.5 Charges for completion of interconnection traffic (local and toll) shall be determined pursuant to this Appendix at the rates set forth in the Price Sheet.
- 1.1.2 Form of Line Port Access: Access to unbundled Local Switching, as specified in Section 1.1.3 may occur in the following manner:
 - 1.1.2.1 LSNE Access, Cross-Connection Through Collocation: From CLEC's collocation space, CLEC may purchase an EISCC cross-connection to Pacific's line side Port to obtain access to LSNE.
 - 1.1.2.2 LSNE Access, Dedicated Transport and Entrance Facilities. CLEC may specify, and Pacific shall provide, access to LSNE from Entrance Facilities or Dedicated Transport which CLEC purchases from Pacific.
- 1.1.3 Types of LSNE: Pacific will provide LSNE to CLEC using routing options A, B, and C, as described below. LSNEs will be provided with any available end user-level routing functions in a particular switch. In addition, Pacific will provide the switch-level routing options described below. In a particular Pacific switch, Pacific's current design for LSNE will permit CLEC to select one of the three options for all of its originating traffic using LSNE in that switch. Prices for LSNE are set forth on the Price Sheet.
 - 1.1.3.1 Option A: Pacific-Provided Interoffice Transport and Pacific-Provided Operator and Directory Assistance Services: In this configuration, CLEC purchases a line Port and receives a telephone number and directory listing, switching capacity, switch features including deployed AIN supporting capabilities and completion to Pacific's interoffice trunks for all multiple-switch Local Calls, calls to operator and directory assistance services, E911, intraLATA toll calls and Switched Access calls. In this configuration, intra-switch calls are also provided through Pacific's switch. Pacific will be solely responsible for design and engineering of the trunks under this option. In addition, Pacific will provide all O-, operator and directory assistance services under this option. Pacific's switching capacity will be programmed to allow routing to and from CLEC's line ports, including operator and directory assistance calls, to Pacific's network.
 - 1.1.3.2 Option B: Pacific-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from Pacific's Line Port Switching Capacity: In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features (including deployed AIN supporting capabilities) and completion to Pacific's interoffice trunks for all multiple-switch Local Calls, E911 calls, intraLATA toll and Switched Access calls. In this configuration, intra-switch calls are also provided through Pacific's switch. With the exception of trunks for operator and/or directory assistance services, or both, Pacific will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for operator services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from Pacific, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from Pacific. CLEC will be responsible for design and engineering of the operator and/or directory assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from Pacific and the points where these facilities shall terminate. In addition, CLEC shall be responsible for

providing all operator and/or directory assistance services. Pacific's switching capacity will be programmed on a per-switch basis to route all LSNE-originated calls to Pacific's shared network, except operator and/or directory assistance calls will be routed to the trunks designated by CLEC. In this configuration, the following charges specified in Appendix A Price Sheet will apply:

1.1.3.2.1 Non recurring switch programming charges as specified in the Price Sheet.

1.1.3.2.2 Trunk Port Cross Connect Charge (EISCC)

1.1.3.2.2.1 If CLEC provides its own dedicated transport to CLEC designated DA and/or operator platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in the Price Sheet.

1.1.3.2.2.2 There will be no cross-connect charge if CLEC selects dedicated transport from Pacific's intrastate Special Access tariffs or Pacific's unbundled dedicated transport tariff for connection to CLEC's designated POI.

1.1.3.3 Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC: This option is customized routing for CLEC traffic in the manner designated by CLEC, and it requires that special customized routing programming be provided by Pacific pursuant to CLEC's instructions. For custom routing uniquely requested by CLEC, the Parties shall agree on costs for the development and implementation thereof and the terms of CLEC's payment of such costs prior to Pacific's initiation of such development and implementation. Should CLEC request custom routing as provided by Pacific to another CLC, CLEC will pay its proportionate share (or, alternatively receive a prorated refund) of such development and implementation costs. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct all LSNE-originated traffic on a dialed NPA-NXX basis to a trunk port other than the standard used for Pacific's routing. In this configuration, CLEC obtains one or more line ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN supporting capabilities, and transport, that will permit the completion of multiple-switch Local Calls, calls to either operator or directory assistance services, or both, E911 calls, intraLATA toll calls, and Switched Access calls. In this configuration, intra-switch calls will be provided through Pacific's switch. Inter-switch calls will be provided from either shared or designated common or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. Pacific will be solely responsible for design and engineering of any Pacific-provided shared or common transport used under this option. Dedicated transport may be purchased from Pacific or CLEC may provide its own.

1.1.4 Forecasts

1.1.4.1 For the first six months after CLEC's first order for LSNE, CLEC shall provide to Pacific forecasts of the number of such LSNE arrangements

at a LATA level. Thereafter, CLEC shall make a good faith effort to provide such forecasts to Pacific at a wire center level. CLEC shall provide such forecasts to Pacific on a semi-annual basis.

1.1.5 Implementation Schedule

- 1.1.5.1 Subject to technical feasibility and order interval requirements, Option A is currently available. Pacific will deploy Option A within 45 days after CLEC's order for a particular switch, provided that CLEC places orders for no more than fifty (50) switches for Option A in any thirty day period.
- 1.1.5.2 Subject to technical feasibility and order interval requirements, Option B is currently available. Deployment of Option B will be on a project specific basis as mutually agreed by the Parties.
- 1.1.5.3 Option C: The Parties will confer in an effort to define CLEC's custom routing requirements and find a solution endorsed by the switch suppliers, which can be implemented by Pacific to provide the customized routing configurations specified by CLEC within a mutually agreed time frame. Deployment will be on a project-specific basis as mutually agreed by the Parties. In the event the Parties are unable to agree on a solution within 45 days of CLEC's initial request for Option C, the Parties shall submit any dispute to Alternative Dispute Resolution as set forth in the Agreement.

1.2 Tandem Switching

- 1.2.1 General Description and Specifications of the Unbundled Element: Pacific will provide, subject to the terms and conditions specified herein, the following unbundled tandem switching:
 - 1.2.1.1 Standard Tandem Switching: Tandem switching allows use of the tandem switch itself for the transmission of calls between two switches connected to that tandem, without any customized routing. Pacific's unbundled tandem switching will permit access to the tandem switch to originate a call to, or terminate a call from, a CLEC to a Pacific end office, another LEC, Wireless Service Provider, or another switch, using the normal routing established in Pacific's tandem.
- 1.2.2 Forecasts
 - 1.2.2.1 Thirty days prior to submitting any orders for Tandem Switching, CLEC shall provide Pacific forecasts of the number of such Tandem Switching at a Wire Center. Thereafter, CLEC shall make a good faith effort to provide such forecasts to Pacific at a wire center level. CLEC shall provide such forecasts to Pacific on a semi-annual basis.
- 1.2.3 Implementation Schedule
 - 1.2.3.1 Standard Tandem Switching as described herein will be available on the date it is made available to another CLC or upon a date mutually agreed by the Parties.
 - 1.2.3.2 Custom Tandem Switching. The Parties will meet and confer in an effort to define CLEC's custom routing requirements and find a solution endorsed by Pacific's switch suppliers, which can be implemented by Pacific to provide the customized routing configurations specified by CLEC within a mutually agreed time frame. Deployment will be on a project-specific basis as mutually agreed by the Parties. In the event the Parties are unable to agree on a solution within 45 days of CLEC's initial

request for Custom Tandem Switching, the Parties shall submit any dispute to Alternative Dispute Resolution as set forth in the Agreement.

- 1.2.4 Tandem switching rates are as specified in the Price Sheet.
- 1.2.5 Nonrecurring Tandem Switching programming. Charges shall apply based on CLEC's specific requirements for Custom Tandem Switching.

2 Unbundled Interoffice Transmission Facilities (Transport)

2.1 General Description and Specifications of the Unbundled Element Transport: Pacific will make available, subject to the terms and conditions specified herein, the following unbundled transport facilities:

2.1.1 Entrance Facilities: An Entrance Facility is a transmission path between a Pacific serving Wire Center (i.e., Pacific designated Wire Center that serves CLEC's building location) and the POI of CLEC's network. This facility is of a specific finite, bandwidth capacity, dedicated and billed to CLEC. Pacific will make available the following entrance facilities, pursuant to the charges set forth in the A Price Sheet, upon request of CLEC:

- 2.1.1.1 Connections between Pacific's Wire Center that serves an CLEC POI or Wire Center and the CLEC Network.
- 2.1.1.2 Connections between Pacific's serving wire center and the point of presence of CLEC's IXC switch.

2.1.2 Dedicated Transport: Dedicated Transport is an interoffice transmission path between Pacific Wire Centers, of a specific finite bandwidth capacity, dedicated and billed to CLEC. Such Wire Centers may include Pacific Wire Centers, central offices or tandem switch locations.

- 2.1.2.1 Connections between Pacific Wire Centers;
- 2.1.2.2 Connections between a Pacific central office and a Pacific EISCC to a CLEC collocation space located in a distant Pacific Wire Center.

2.1.3 Common Transport: Common transport will be available between subtending end office and Pacific's Tandem Switch.

2.1.4 Shared Interoffice Transport: Shared transport will only be available where CLEC purchases LSNE. Shared transport provides call completion, including transport for local and intraLATA toll traffic originating from a Pacific end office where LSNE is purchased and the terminating Pacific end office or POI where the call leaves Pacific's network.

- 2.1.4.1 Any required tandem switching is included in the Shared Interoffice Transport charges set forth in the Price Sheet.

2.2 Form of Access

2.2.1 Entrance Facilities: CLEC may order Entrance Facilities connected to unbundled Switch Trunk Ports, USCC or LSNE (each of which must be located in the Serving Wire center) or to Dedicated Transport.

2.2.2 Dedicated Transport: CLEC may order dedicated transport from an EISCC, USCC, LSNE, unbundled Switch Trunk Ports, or Entrance Facilities.

2.2.3 Common Transport: Access to common transport will be available through interconnection at the access tandem.

2.2.4 Shared Interoffice Transport: Access to shared transport will only be available where CLEC purchases LSNE. The Parties acknowledge that there is no

physical shared transport to unbundle between Pacific's End Office Switches and Pacific's end offices and tandem switches, and CLEC's interest is in the shared use of transport between Pacific's switches and the associated underlying performance characteristics. Pacific will make available to CLEC shared transport as currently implemented within Pacific's interoffice network. Pacific will engineer, provision and maintain such shared interoffice transport facilities and equipment under existing methods and procedures.

2.2.5 Use of DCS

Pacific will make available the use of unbundled DCS equipment, in the same manner as it is available to all IECs. When unbundled DCS is provided with unbundled transport as a combination, it shall be available on the date Pacific makes it available to another CLEC upon a date thereafter mutually agreed by the Parties.

2.2.6 CLEC may connect Links at Pacific's MDF to unbundled transport through multiplexing, e.g., D4 channel bank, DCS or Unbundled Services Cross Connect (USCC).

2.3 General Terms and Conditions

2.3.1 For dedicated transport, Pacific will provide transport unbundled from switching and other services. Such transport services will allow CLEC to send individual or multiplexed switched and dedicated services between Pacific's Wire Centers.

2.3.2 Dedicated transport will be available with the following functionality or optional services:

2.3.2.1 Protection and restoration of equipment and interfaces at parity with levels Pacific maintains for its own transport facilities;

2.3.2.2 Compliance with Bellcore and industry standards to the extent implemented in Pacific's transport network;

2.3.2.3 Redundant power supply or battery back-up to the extent implemented in Pacific's transport network;

2.3.2.4 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on Pacific's own transport network.

2.3.3 Where deployed, Pacific will make available interoffice transport services capable of interfacing on copper, coaxial cable, and optical fiber facilities. Consistent with current bundled offerings, the interoffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier ("OC")-48. Availability of unbundled transport services at transmission rates other than those listed on the Price Sheet are subject to CLEC's request according to Section II.H of the Agreement.

2.3.4 Transmission Levels: Where deployed, Pacific will make dedicated transport available at the following speeds: DS0, DS1, DS3, and commercially available Optical Carrier levels (e.g., OC-3/12/48/n).

2.4 Forecasts

2.4.1 For the first six months after CLEC's first order for Unbundled Transport, CLEC shall provide to Pacific forecasts of the number of such Unbundled Transport arrangements at a LATA level. Thereafter, CLEC shall make a good faith effort to provide such forecasts to Pacific at a wire center level. CLEC shall provide such forecasts to Pacific on a semi-annual basis.

- 2.5 Implementation Schedule: Unbundled transport will be available as of the Effective Date of this Agreement, except that unbundled transport combined with LSNE will be available simultaneously with the availability of the particular LSNE Option pursuant to the LSNE implementation schedule specified in this Attachment.
- 2.6 Rates: Rates for transport are specified in the Price Sheet
3. The following compensation terms shall apply in all cases where CLEC purchases Pacific's LSNE. Unless otherwise stated, all charges are as specified in the Price Sheet.
- 3.1. For Local intra-switch calls where CLEC has purchased Pacific's LSNE, the Parties agree to impose no call termination charges on each other. Where the call is:
- 3.1.1 Originated by CLEC's end user customer and completed to a Pacific customer:
- 3.1.1.1. For use of the local switch
- Local Switching Capacity charge at the originating office.
- 3.1.2 Originated by CLEC's end user customer and completed to the customer of a third party carrier (not affiliated with CLEC) using Pacific's LSNE:
- a) For use of the local switch
- Local Switching Capacity charge at the originating office.
- 3.1.3 Originated by CLEC's end user customer and completed to another of CLEC's end user customers using Pacific's LSNE:
- a) For use of the local switch
- Local Switching Capacity charge at the originating office.
- 3.1.4 Originated by a Pacific customer and terminated to CLEC's LSNE:
- No Local Switching Capacity charge will apply.
- 3.1.5 Originated by the customer of a third party carrier (not affiliated with CLEC) using Pacific's LSNE and terminated to CLEC's LSNE:
- No Local Switching Capacity charge will apply to CLEC.
 - The Local Switching Capacity charge on the originating end will be imposed on the third-party carrier.
- 3.2 For Local inter-switch calls where CLEC has purchased Pacific's LSNE, the Parties agree to impose no call termination charges on each other. Unless otherwise specified, Pacific's charges will apply to CLEC as described below where the call is:
- 3.2.1 Originated by CLEC's end-user customer and completed to a Pacific end user:
- 3.2.1.1 For use of the local switch
- Local Switching Capacity charge at the originating office.

- A mileage-based transport charge will apply when CLEC uses Pacific's transport.

3.2.2 Originated by CLEC's end-user customer and completed to the LSNE of a third party carrier (not affiliated with CLEC):

3.2.2.1 For use of the local switch

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses Pacific's transport.

3.2.3 Originated by CLEC's end-user customer and completed to the interconnected network of a third party carrier (not affiliated with CLEC):

3.2.3.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses Pacific's transport, and mileage shall be measured between the originating office and the POI with the third party's network.

3.2.3.2 For call termination:

- Tandem Transit Switching rate
- Local Switching Capacity charge at the terminating office.

3.2.4 Originated by CLEC's end-user customer and completed to CLEC's LSNE:

3.2.4.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses Pacific's transport.
- Local Switching Capacity charge at the terminating office.

3.2.5 Originated by a Pacific end-user customer and terminated to CLEC's LSNE:

3.2.5.1 For use of the local switch:

- Local Switching Capacity Charge at the terminating office.

3.2.6 Originated by a customer of a third-party carrier (not affiliated with CLEC) using Pacific's LSNE and terminated to CLEC's LSNE:

3.2.6.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.2.7 Originated by an end-user customer on the interconnected network of a third-party carrier (not affiliated with CLEC) and terminated to CLEC's LSNE:

3.2.7.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- A mileage-based transport charge will apply when CLEC uses Pacific's transport, and mileage shall be measured between the POI with the third party's network and the terminating office.

3.2.7.2 For call termination:

- CLEC charges to Pacific Pacific's Local Switching Capacity charge at the terminating office.

3.3 For intraLATA toll calls where CLEC has purchased Pacific's LSNE the charges which follow shall apply. All references to "NIC", "Local Switching", "Tandem Transit Rate", "RIC", and "CLEC" shall refer to Pacific's intrastate or interstate switched access rates as appropriate:

3.3.1. Originated by CLEC's end-user customer and completed to a Pacific end user customer:

3.3.1.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses Pacific's transport.

3.3.1.2 Switched Access charges, per Pacific's Schedule C.P.U.C. Tariff No. 175-T ("Switched Access Charges"), shall apply as follows:

- NIC

3.3.1.3 For call termination at the terminating office, Switched Access Charges shall apply as follows:

- Local Switching
- NIC

3.3.2 Originated by CLEC's end-user customer and completed to the customer of a third-party carrier (not affiliated with CLEC) using Pacific's LSNE in a distant end office:

3.3.2.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.

- A mileage-based transport charge between the two offices will apply when CLEC uses Pacific's transport.
- NIC at the originating office

3.3.2.2 For call termination:

- Local Switching Capacity at the terminating office per the Price Sheet.

3.3 Originated by CLEC's end-user customer and completed to the network of third-party carrier (not affiliated with CLEC) interconnected with Pacific's network:

3.3.3.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses Pacific's transport, and mileage shall be measured between the originating office and the POI with the third party's network.
- NIC at the originating office
- Tandem Transit rate

3.3.3.2 For call termination:

- Local Switching
- NIC
- Tandem Switching (if charged by the third party)

3.3.4. Originated by CLEC's end-user customer and completed to another of CLEC's customers being served through Pacific's LSNE in a distant office:

3.3.4.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses Pacific's transport.
- NIC at the originating office
- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office

3.3.5 Originated by a Pacific customer and terminated to CLEC's end-user customer.

3.3.5.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office

3.3.5.2 For call termination CLEC will charge to Pacific Pacific's Switched Access Charges at the terminating office:

- Local Switching
- NIC

3.3.6 Originated by the customer of a third-party carrier (not affiliated with CLEC) using Pacific's LSNE in a distant end office and terminated to CLEC's LSNE:

3.3.6.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office

3.3.6.2 For call termination:

- CLEC will charge to Pacific Pacific's Local Switching Capacity charge per Appendix A Price Sheet

3.3.7 Originated by a customer on the network of a third-party carrier (not affiliated with CLEC) interconnected with Pacific's network and terminated to CLEC's LSNE.

3.3.7.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office
- A mileage-based transport charge will apply when CLEC uses Pacific's transport, and mileage shall be measured between the POI with the third party and the terminating office.

3.3.7.2 For call termination CLEC will charge to Pacific Pacific's Switched Access charges:

- Local Switching
- NIC

3.4 For intrastate Switched Access calls where CLEC is using Pacific's LSNE for calls originated from or terminated to an IXC for completion:

3.4.1 For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion:

3.4.1.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- NIC at the originating office
- Pacific will charge CLEC's IXC affiliate appropriate Switched Access elements.

3.4.2 For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.4.2.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- NIC at the originating office
- Pacific and CLEC shall charge the IXC for originating Switched Access on a Meet Point basis per the Agreement.

3.4.3 For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.4.3.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office
- Pacific shall charge CLEC's IXC (affiliate) appropriate Switched Access elements

3.4.4 For calls terminating to CLEC's end-user customer from an IXC switch not affiliated with CLEC.

3.4.4.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- NIC at the terminating office
- Pacific and CLEC shall charge the IXC terminating Switched Access on a Meet Point basis per the Agreement

3.4.5 For interstate Switched Access calls where CLEC is using Pacific's LSNE for calls originated from or terminated to an IXC for completion:

3.4.5.1 For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion.

3.4.5.1.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- RIC and CCLC at the originating office
- Pacific shall charge CLEC's IXC (affiliate) appropriate Switched Access elements.

3.4.6 For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.4.6.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.
- RIC and CCLC at the originating office
- Pacific and CLEC shall charge the IXC for originating Switched Access on a Meet Point basis per the Agreement.

3.4.7 For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.4.7.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- RIC and CCLC at the terminating office
- Pacific shall charge CLEC's IXC (affiliate) appropriate Switched Access elements.

3.4.8 For calls terminating to CLEC's end-user customer from an IXC's switch not affiliated with CLEC.

3.4.8.1 For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- RIC and CCLC at the terminating office
- Pacific and CLEC shall charge the IXC for terminating Switched Access on a Meet Point basis per the Agreement.

4. Compensation For Call Termination

- 4.1 In all cases, resale lines (whether purchased by CLEC or a third party) in Pacific's switches will be treated in the same manner as Pacific's end user customers for the purposes of call termination charges.
- 4.2 For calls that originate from or terminate to a CLEC Local Switching Network Element ("LSNE"), bound for or terminated from a third party LEC, the Parties agree that Pacific shall make arrangements directly with that third party for any compensation owed in connection with such calls on CLEC's behalf.

- 4.3 Pacific agrees to bill any facilities-based third party referred to in Section 3.2, above, unless, after thirty (30) days' notice in writing to Pacific, CLEC requests otherwise. To compensate Pacific for this service, CLEC agrees to pay \$.005 (one-half cent) per message.
- 4.4 For calls that originate from a facilities-based third party and terminate to a CLEC LSNE, Pacific will compensate CLEC on behalf of that third party. For calls that terminate to a facilities-based third party from a CLEC LSNE, Pacific has agreed to charge CLEC as if the call terminated in Pacific's network, using Pacific's rates as described below. In the event CLEC elects not to use Pacific's billing service described in Section 3, above, CLEC shall deal directly with third parties regarding compensation for call termination.

Appendix A.

Summary of Unbundled Network Elements Recurring Prices

<u>Elements</u>	<u>Pacific Bell</u> <u>Monthly UNE Price</u>
<u>Link</u>	
Basic or Assured Link (2-Wire)	\$11.70
PBX Trunk Option	\$2.18
Coin Option	\$2.93
ISDN Option	\$4.44
Digital 1.54 Mbps (DS-1)	\$94.43
4-Wire Link	\$37.28
4-Wire CO Facility Interface Connection	\$15.35
<u>Entrance Facilities</u>	
Voice Grade (4W)	\$46.90
DS1	\$153.46
DS3	\$1,837.18
<u>Multiplexing</u>	
DS0 / DS1	\$255.58
DS1 / DS3	\$287.88
<u>Switching</u>	
Ports	
2-Wire Ports	\$2.88
Coin Port	\$3.81
Centrex Port	\$4.37
DID Port	\$4.18
DID Number Block	\$1.00
ISDN Port	\$14.10
Switch Features	
Call Forward Variable	\$0.57
Busy Call Forwarding	\$0.56
Delayed Call Forwarding	\$0.56
Call Waiting	\$0.56
Three Way Calling	\$0.57
Call Screen	\$0.63
Message Waiting Indicator	\$0.56
Repeat Dialing	\$0.65
Call Return	\$0.65
Call Forward Busy/Delay	\$0.56
Speed Calling 8	\$0.56
Speed Calling 30	\$0.56

Appendix A.

Summary of Unbundled Network Elements Recurring Prices

Intercom	\$0.62
Intercom Plus	\$0.62
Remote Access to Call Forward	\$0.60
Direct Connect -shared	\$0.56
Direct Connect -unshared	\$0.56
Select Call Forwarding	\$0.60
Call Trace	\$0.57
Speed Call 6	\$0.56
Call Restriction	\$0.88
Distinctive Ringing	\$0.56
Directed Call Pickup	\$0.57
WATS Access per Port	\$0.56
WATS Access per Group	\$1.73
Caller ID	\$0.73
Caller ID Blocking	\$0.58
Call Hold	\$0.56
Remote Call Forwarding	\$0.93
Hunting	\$0.29
DNCF	\$0.96

Switch Usage

Interoffice – Originating	
setup per attempt	\$0.00594
holding time per MOU	\$0.00184
Interoffice – Terminating	
setup per call	\$0.00700
holding time per MOU	\$0.00187
Intraoffice	
setup per call	\$0.01399
holding time per MOU	\$0.00362
Tandem Switching	
setup per attempt	\$0.00075
setup per completed message	\$0.00113
holding time per MOU	\$0.00067
Tandem Switching (overflow)	
setup per attempt	\$0.00552
setup per completed message	\$0.00952
holding time per MOU	\$0.00565

Trunk Port Termination

End Office Termination	\$20.99
Tandem Termination	\$142.82

Appendix A.

Summary of Unbundled Network Elements Recurring Prices

InterofficeTransmissionFacilities

Switched Transport - Shared

Fixed Mileage per MOU	\$0.001259
Variable Mileage per MOU per Mile	\$0.000021

Switched Transport - Shared - Overflow

Fixed Mileage per MOU	\$0.011360
Variable Mileage per MOU per Mile	\$0.000021

Switched Transport - Common

Fixed Mileage per MOU	\$0.001330
Variable Mileage per MOU per Mile	\$0.000021

Dedicated Transport – Voice Grade

Fixed Mileage	\$3.22
Variable Mileage per Mile	\$0.19

Dedicated Transport - DS1

Fixed Mileage	\$32.32
Variable Mileage per Mile	\$1.84

Dedicated Transport - DS3

Fixed Mileage	\$372.70
Variable Mileage per Mile	\$35.72

Expanded Interconnection Service Cross Connect (EISCC)

Voice Grade/ISDN

EISCC	\$0.44
Jack Panel	\$1.79

DS0

EISCC	\$26.07
Jack Panel	\$5.60

DS1

EISCC	\$16.52
Jack Panel	\$2.49
Repeater	\$24.15

DS3

EISCC	\$45.80
Jack Panel	\$25.88
Repeater	\$101.36

Appendix A.

Summary of Unbundled Network Elements Recurring Prices

White Page Listings

CLEC Listings	\$0.40

Operator Services

Directory Assistance per Call	\$0.39494
Operator Services per work second	\$0.02952

SS7

STP Port	\$263.76

Additional Elements

SS7

SS7 Links	
Voice Grade	
Fixed Mile	\$3.22
Variable Mile	\$0.19
DS-1	
Fixed Mile	\$32.32
Variable Mile	\$1.84

Database Query

800 Database - per Query	\$0.00219
Line Identifier Database (LIDB) - per Query	\$0.00256

Entrance Facility

2-Wire Voice Grade	\$23.45
DS-3 without Equipment	\$724.04

Unbundled Loops provided over DLC to an Entrant as a Digital Facility

per Digital Facility	\$24.41
per Voice Line Activated	\$5.71

Digital Cross-Connect System (DCS)

Multiplexing	\$16.52
DS-0 / DS-1 per Channel	\$10.65
DS-1 / DS-3 per Channel	\$12.00

Switching

Ports	
DS-1 Port	\$20.99

Shared Common Allocator:	19.00%

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTION								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
DNCF (DIRECT NUMBER CALL FORWARDING)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order				Channel Connect			
	(Preordering, Ordering & Billing)				(Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES (IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

LINK	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER COSTS)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

NETWORK ELEMENTS

	Service Order				Channel Connect			
	(Preordering, Ordering & Billing)				(Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Appendix C

Scenario 1

CLEC leases an EISCC, a Loop and a Network Interface Device (NID) on an individual basis. The EISCC is passed on to the CLEC at the CLEC's collocation cage. Under this approach the CLEC requests that each of the elements ordered should be unbundled. In the TELRIC costs adopted in D.98-02-106, the NID was not separated from the loop. Therefore the service order price for the NID is already captured in the nonrecurring charge for the loop.

CONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$2.08	\$76.09	\$0.00	\$78.17
Semi-Mechanized	\$2.08	\$48.48	\$0.00	\$50.56
Mechanized	\$0.17	\$18.72	\$0.00	\$18.89

DISCONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$3.30	\$57.51	\$0.00	\$60.81
Semi-Mechanized	\$3.30	\$29.60	\$0.00	\$32.90
Mechanized	\$0.16	\$8.73	\$0.00	\$8.89

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 2

CLEC leases an EISCC, a Loop and Dedicated Transport. The EISCC is passed on to the CLEC at the CLEC's collocation cage. An additional DS-1 EISCC is passed from the collocation cage to the Dedicated Trunk (Transport). As in Scenario 1, the NID is not unbundled from the Loop and the DS-1 EISCC and Trunk serve 24 voice grade channels.

CONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$76.09	\$2.08	\$2.08	\$140.37	\$220.62
Semi-Mechanized	\$0.00	\$48.48	\$2.08	\$2.08	\$114.28	\$166.92
Fully Mechanized	\$0.00	\$18.72	\$0.17	\$0.17	\$68.35	\$87.41

DISCONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$57.51	\$3.30	\$3.30	\$80.72	\$144.83
Semi-Mechanized	\$0.00	\$29.60	\$3.30	\$3.30	\$54.62	\$90.82
Fully Mechanized	\$0.00	\$8.73	\$0.16	\$0.16	\$36.53	\$45.58

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 3

A CLEC leases an EISCC, Switching and SS7 Signaling. The EISCC is passed onto the CLEC at the CLEC's collocation cage. The nonrecurring charges for SS7 ports and links are determined on a one-time basis per connection per central office. Pacific only identified semi-mechanized costs for the SS7 port and link.

CONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$2.08	\$59.37	\$41.96	\$35.09	\$138.50
Semi-Mechanized	\$2.08	\$31.65	\$41.96	\$35.09	\$110.78
Fully Mechanized	\$0.17	\$7.98	\$41.96	\$35.09	\$85.20

DISCONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$3.30	\$51.84	\$20.03	\$21.57	\$96.74
Semi-Mechanized	\$3.30	\$24.12	\$20.03	\$21.57	\$69.02
Fully Mechanized	\$0.16	\$4.26	\$20.03	\$21.57	\$46.02

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 4

CLEC leases an *as is* migration for Loop, NID, Switch Port and Existing Features. Because this is an *as is* migration, there is not an existing collocation cage or EISCC.

Therefore the elements are leased as an existing platform of network elements

CONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$57.52	\$0.00	\$51.55	\$3.24	\$112.31
Semi-Mechanized	\$29.93	\$0.00	\$23.84	\$3.24	\$57.01
Mechanized	\$0.17	\$0.00	\$0.17	\$0.17	\$0.51

DISCONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$48.94	\$0.00	\$47.74	\$0.00	\$96.68
Semi-Mechanized	\$21.03	\$0.00	\$20.03	\$0.00	\$41.06
Mechanized	\$0.17	\$0.00	\$0.17	\$0.00	\$0.34

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 5

CLEC leases an *as is* migration for Plain Old Telephone Service (POTS) which includes the Loop, NID and, Switch Port. Thereafter the customer changes service from POTS to ISDN service.

CONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$57.52	\$51.55			\$109.07
Semi-Mechanized	\$29.93	\$23.84			\$53.77
Mechanized	\$0.17	\$0.17			\$0.34

DISCONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$48.94	\$47.74			\$96.68
Semi-Mechanized	\$21.03	\$20.03			\$41.06
Mechanized	\$0.17	\$0.17			\$0.34

CONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$89.17	\$81.61	\$3.24	\$170.78
Semi-Mechanized		\$61.45	\$53.65	\$3.24	\$115.10
Mechanized		\$19.98	\$18.72	\$0.17	\$38.70

DISCONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$59.43	\$58.48	\$0.00	\$117.91
Semi-Mechanized		\$31.71	\$30.14	\$0.00	\$61.85
Mechanized		\$12.17	\$8.73	\$0.00	\$20.90

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 6

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. This is a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$76.09	\$81.15	\$140.37	\$297.61
Semi-Mechanized	\$48.48	\$81.15	\$114.28	\$243.91
Mechanized	\$18.72	\$80.28	\$68.35	\$167.35

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$57.51	\$40.19	\$80.72	\$178.42
Semi-Mechanized	\$29.30	\$40.19	\$54.62	\$124.11
Mechanized	\$8.73	\$36.30	\$36.53	\$81.56

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 6A

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. In this case, the extended link is an “as is” migration, thus the sum of the service order approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$57.52	\$4.05	\$72.74	\$134.31
Semi-Mechanized	\$29.93	\$4.05	\$46.65	\$80.63
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOPS	CONNECTS	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$48.94	\$4.05	\$44.91	\$97.90
Semi-Mechanized	\$21.03	\$4.05	\$18.81	\$43.89
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 7

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. This is also a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$167.65	\$140.37	\$308.02
Semi-Mechanized	\$139.68	\$114.28	\$253.96
Mechanized	\$104.74	\$68.35	\$173.09
DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$63.34	\$80.72	\$144.06
Semi-Mechanized	\$35.02	\$54.62	\$89.64
Mechanized	\$13.60	\$36.53	\$50.13

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 7A

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. In this case the Extended Link is an “as is” migration, thus the sum of the stand-alone service order approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$63.06	\$72.74	\$135.80
Semi-Mechanized	\$35.09	\$46.65	\$81.74
Mechanized	\$0.17	\$0.73	\$0.90

DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$49.91	\$44.91	\$94.82
Semi-Mechanized	\$21.03	\$18.81	\$39.84
Mechanized	\$0.17	\$0.73	\$0.90

Key

NRC = Full Stand Alone Nonrecurring Charge Which Includes Service Order and Channel Connect (I.e. Provisioning and Maintenance) Charges

SO = Service Order Charges Only And Is Used To Estimate Nonrecurring Charges Under The Sum Of The Service Order Approach.

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

APPENDIX G
MICROWAVE COLLOCATION REQUEST (CONTRACT)

APPENDIX PORT

I. INTERIM NUMBER PORTABILITY (INP)

GENERAL

PACIFIC and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or PACIFIC. As described herein, INP is a service arrangement whereby an end user, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains in the same serving wire center.

TERMS, CONDITIONS UNDER WHICH PACIFIC SHALL PROVIDE INP

A. Service Provided

1. PACIFIC shall only provide INP, as described herein, to CLEC.
2. PACIFIC shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. PACIFIC does not offer INP services and facilities for NXX codes 555, 976, 800, 950 or any NXX codes that are not specific to a geographic location and wire center.
3. PACIFIC shall not provide INP services for end user accounts where the end user's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by PACIFIC to the end user, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the end user's behalf, including any termination amounts due.
4. When the exchange service offerings associated with INP service are provisioned using DNCF switching arrangements, PACIFIC shall only make INP service available from, or to host central offices.

B. Obligations Of PACIFIC

PACIFIC's sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

C. Obligations Of CLECs

1. CLEC shall coordinate the provision of service with PACIFIC to assure that CLEC's switch is capable of accepting INP ported traffic.
2. CLEC is solely responsible to provide equipment and facilities that are compatible with PACIFIC's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of PACIFIC or any of its end users. In the event that PACIFIC determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of PACIFIC or any of its end users, PACIFIC may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or PACIFIC's tariffs, where applicable.
3. CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an end user.
4. Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard PACIFIC intercept announcement PACIFIC shall provide for disconnected number.
5. CLEC shall designate to PACIFIC at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:
 - a. CLEC may elect to block the completion of third number and/or calling card calls through the use of LIDB to select ported numbers.
 - b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. Limitations Of Service

1. PACIFIC is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
2. End-to-end transmission characteristics cannot be specified by PACIFIC for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

E. Service Descriptions

1. **INP-DNCF.** INP-DNCF is a service whereby a call dialed to an INP-DNCF equipped telephone number, assigned to PACIFIC, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.
 - a. INP-DNCF provides an initial call path and two additional paths for the forwarding of no more than two (2) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis up to a maximum of ninety-nine (99) call paths.
 - b. The CLEC-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection compensation, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the PACIFIC ported number shall be handled like any other PACIFIC call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between PACIFIC and CLEC.
 - c. Where facilities exist, PACIFIC will provide identification of the originating telephone number, via SS7 signaling, to CLEC.
2. **INP-FlexDID.** INP-FlexDID is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

- a. INP-FlexDID is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
 - (1) Where the location of CLEC's switching equipment to which PACIFIC is providing voice grade or DS1 INP-FlexDID service reside outside the exchange or central office serving area from which the INP-FlexDID service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.
- b. INP-FlexDID service must be established with a minimum configuration of two (2) voice grade channels and one unassigned telephone number per PACIFIC switch. Transport facilities arranged for INP-FlexDID may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-FlexDID service.
- c. SS7 Signaling is not available on the INP-FlexDID facilities.

F. Intercompany Terminating Compensation

- 1. With regard to the division of intercompany compensation and switched access revenues associated interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.,

G. Pricing

- 1. The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number

Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.

2. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

I. PERMANENT NUMBER PORTABILITY (PNP)

GENERAL

The FCC First Report and Order in FCC 96-286 requires “ . . .all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998, in accordance with a phased schedule set forth below.” While the FCC declined “ . . . to choose a particular technology for providing number portability”, it did establish performance criteria that LECs must meet. The technology that meets the FCC’s performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide PNP.

TERMS, CONDITIONS UNDER WHICH PACIFIC SHALL PROVIDE PNP

A. Service Provided

1. PACIFIC provides CLEC the use of the PACIFIC PNP database via the Service Provider Number Portability (SPNP) Database Query. CLEC’s STP, tandem, and/or end office’s LRN software will determine the need for, and triggers, the query. PACIFIC’s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
2. PACIFIC will provide CLEC the use of the PACIFIC PNP database, PNP software, and SS7 network via the SPNP Query.
3. PACIFIC shall only provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

4. PACIFIC does not offer PNP services and facilities for NXX codes 555, 950.

B. Obligations Of PACIFIC

1. PACIFIC will deploy LRN in the following MSAs per the timelines set forth by the FCC, unless such timelines are extended by the FCC:

MSA	DEPLOYMENT COMPLETED BY
Los Angeles	July 17, 1998
Riverside, San Diego	August 18, 1998
Orange County, Oakland, San Francisco	September 17, 1998
San Jose, Sacramento, Fresno	October 19, 1998
Ventura, Bakersfield, Stockton, Vallejo	December 31, 1998

2. After December 31, 1998, PACIFIC will deploy LRN in other MSAs within six (6) months after receipt of Bona Fide Request (see ATTACHMENT 1) from CLEC.

C. Obligations Of CLEC

1. When purchasing the SPNP Database Query, CLEC will access PACIFIC's facilities via an SS7 link (PACIFIC Section 6 of FCC 128 Access Service Tariff) to the PACIFIC STP.
2. When purchasing the SPNP Query - Prearranged, CLEC will advise PACIFIC of the entry point(s) of queries to the PACIFIC network and provide a query forecast for each entry point.
3. CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
4. When, after the initial deployment of PNP in an MSA, CLEC shall submit a bona fide request (see ATTACHMENT 1) to request that a PACIFIC switch become LRN capable. The requested switch

will be made LRN capable within time frame stipulated by the FCC.

5. CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

D. Obligations of Both Parties

1. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
2. Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
3. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
4. Intracompany testing shall be performed prior to scheduling to intercompany testing.
5. Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Southwest Region for porting.
6. Each Party shall abide by NANC and West Coast Region provisioning and implementation process.
7. When a party requests that an NXX in an LRN capable switch to become portable, the party shall follow the industry standard LERG procedure.
8. The parties shall adhere to PACIFIC's Local Service Request (LSR) format and PNP due date intervals, based on industry standard guidelines.
9. The parties shall adhere to PACIFIC's reserved number terms and conditions.

E. Limitations Of Service

1. Telephone numbers can be ported only within PACIFIC toll rate centers as approved by State Commissions. (i.e. an end user may keep the existing telephone number when changing service to CLEC as long as the end user physically remains in current location within the PACIFIC toll rate center.)
2. Telephone numbers in the following PACIFIC NXXs shall not be ported: wireless NXXs, until the FCC mandated dates come into effect. PACIFIC Official Communications Services (OCS) NXXs.
3. Telephone numbers with NXXs dedicated to choke networks are not portable via LRN. Choke numbers will be ported as described in Section IV of this Appendix.

F. Service Descriptions

1. The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
2. When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
3. When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
4. The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
5. The N-1 carrier (N carrier is the responsible party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
6. If CLEC chooses not to fulfill their N-1 carrier responsibility, PACIFIC will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

7. CLEC shall be responsible for payment of charges to PACIFIC for any queries made on the N-1 carrier's behalf.

G. Pricing

The price of PNP queries shall be the same as those in Section 13 of the FCC No. 128 Access Services Tariff

II. INP TO PNP TRANSITION

- A. PACIFIC will deploy LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they want LRN deployed.
- B. The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those TNs are homed indicating the volume of orders involved in the INP to PNP transition.
- C. CLEC shall issue LSRs to change their existing INP accounts to PNP within a 90 day window, or as negotiated, after the live port date in an MSA.
- D. INP will not be provided in a PACIFIC switch once LRN has been deployed in that MSA.

III. MASS CALLING CODES

GENERAL

Mass calling codes, i.e., choke NXXs, are used in a network serving arrangement provided by PACIFIC special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: low call completion; and (b) high call completion.

Given the potentially hazardous effect calling conditions of this nature could have on the network, PACIFIC will provide mass calling code portability using a non-LRN solution.

A. Service Provided

PACIFIC will offer the ability to port telephone numbers with mass calling NXX code via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the PACIFIC mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the PACIFIC mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the PACIFIC choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

When CLEC requests that a PACIFIC number with mass calling NXX code be ported to their network, PACIFIC will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

B. Obligations of PACIFIC

PACIFIC will port its numbers with mass calling NXXs upon request by CLEC. Non-LRN porting will be done via pseudo code or route index translation in the PACIFIC CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

PACIFIC will not charge CLEC for the use of its choke network by CLEC's mass calling customer. In exchange, PACIFIC shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

C. Obligations of CLEC

CLEC shall agree to adhere to PACIFIC's Local Service Request (LSR) format and mass calling due date intervals.

CLEC shall provide the facility and DID trunk group from the PACIFIC CSO to the CLEC's serving office. CLEC shall size this one-way MF trunk group.

CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

D. CLEC Mass Calling Codes

Should CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), CLEC shall home its CSO(s) on a PACIFIC mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from PACIFIC's tandem to CLEC. In order to allow the parties time to order and install such mass calling trunks, CLEC shall provide PACIFIC notification of its intention to deploy mass calling NXX code(s) at least 90 days before such codes are opened in the LERG. See Appendix ITR for more information regarding this mass local interconnection trunk group

MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where PACIFIC and CLEC both provide mass calling trunking, both parties' mass calling trunks may ride the same DS1 facility.

E. Limitations of Service

CLEC shall adhere to PACIFIC's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original end user, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

IV. PROVISION OF INP AND PNP BY CLEC TO PACIFIC

CLEC shall provide INP and PNP to PACIFIC under no less favorable terms and conditions as when PACIFIC provides such services to CLEC.

**PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS**

The Permanent Number Portability(PNP)Bona Fide Request (BFR) is a process CLEC shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
- and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report And Order And Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. PACIFIC is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its PACIFIC Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the PACIFIC Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

(Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

OPERATOR SERVICES

This Appendix sets forth the terms and conditions under which PACIFIC agrees to provide Operator Services for CLEC.

1. SERVICES

PACIFIC will provide the following Operator Services:

- A. FULLY AUTOMATED CALL PROCESSING - Allows the caller to complete a call utilizing equipment without the assistance of a PACIFIC operator, hereafter called "Operator."

This allows the caller the option of completing calls through an automated alternate billing system (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone and failure or low response by the caller to the audio prompts will bridge the caller to an Operator for assistance. The called party must also have Touch-tone service to automatically accept calls that are billed collect or to a third number.

- B. OPERATOR-ASSISTED CALL PROCESSING - Allows the caller to complete a call by receiving assistance from an Operator.

2. DEFINITIONS

- A. FULLY AUTOMATED CALL PROCESSING

PACIFIC will support the following fully automated call types for CLEC:

- 1. FULLY AUTOMATED CALLING CARD STATION-TO-STATION - This service is provided when the caller dials zero (0), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix, is one for which PACIFIC can perform billing validation. Fully-Automated Calling Card Call Service may also include the following situations:
 - a. When an individual with a disability dials zero (0) and identifies himself or herself as disabled, he or she will provide the Operator the desired telephone number and the calling card number to which the call is to be billed.

- b. When due to trouble on the network, or lack of service components (facilities to the AABS network), the automated call processing cannot be completed without assistance from an Operator.
 - c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
2. FULLY AUTOMATED STATION-TO-STATION - This service is limited to those calls placed collect or billed to a third number. The caller dials zero (0) plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator. Fully Automated Station-to-Station service may also include the following situations:
- a. When an individual with a disability identifies himself or herself as disabled and provides the Operator the number to which the call is to be billed (either collect or third number).
 - b. When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

B. OPERATOR-ASSISTED CALL PROCESSING

PACIFIC will support the following operator-assisted call types for CLEC:

1. SEMI-AUTOMATED STATION-TO-STATION - A service provided when the caller dials zero (0) plus the telephone number desired and the call is completed with the assistance of an Operator. Semi-Automated Station-to-Station service may also include the following situations:
- a. Where the caller does not dial zero (0) prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - b. When an Operator re-establishes an interrupted call that meets any of the situations described in this call type.

2. SEMI-AUTOMATED PERSON-TO-PERSON - A service in which the caller dials zero (0) plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. Semi- Automated Person-to-Person service may also include:
 - a. Where the caller does not dial a zero (0) prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
 - b. When an operator reestablishes an interrupted call that meets any of the situations described in this call type.
3. SEMI-AUTOMATED CALLING CARD STATION-TO-STATION - A service provided when the caller dials zero (0) plus the desired telephone number and provides the Operator the calling card number to which the call is to be charged. Semi-Automated Calling Card Station-to-Station service may also include the following situations:
 - a. When the caller does not dial zero (0) prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.
 - b. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
4. STATION-TO-STATION (OPERATOR HANDLED) - A service provided when the caller dials zero (0) and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the situation when an Operator reestablishes an interrupted call that meets any of the situations described in this call type.
5. PERSON-TO-PERSON (OPERATOR HANDLED) - A service in which the caller dials zero (0) and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any

party other than the party previously specified. The service may also include situations when an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

6. LINE STATUS VERIFICATION - A service in which the caller asks the Operator to determine the condition of a telephone line.
7. BUSY LINE INTERRUPT - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
8. OPERATOR TRANSFER SERVICE (OTS) - A service offered by PACIFIC for transfer requests to those who purchase Operator Transfer Service via the tariff. PACIFIC will provide OTS to the CLEC's End Users in accordance with PACIFIC's existing OTS tariff offering. CLEC agrees to obtain and be responsible for all necessary compensation arrangements between CLEC and participating carriers.
9. MISCELLANEOUS - Includes the following call types: General Assistance 800, 888 and connections to all other Toll Free services, CLEC Repair Bureau and Business Office requests, credit requests, NPA-NXX location requests, and all other 0- No Attempt services.

3. CALL BRANDING AND RATE REFERENCE REQUIREMENTS

- A. Requirements - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:
 1. provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 2. disclose immediately to the consumer, upon request a quote of its rates or charges for the call.
- B. Call Branding - In compliance with A. 1. above, where available, PACIFIC will brand Operator Services in CLEC's name based upon the criteria outlined below:

1. CLEC will provide PACIFIC with written specification of its company name to be used in creating CLEC specific branding messages for its Operator Services calls.
 2. An initial non-recurring charge will apply per brand, per TOPS switch, for the establishment of Call Branding as well as a charge per subsequent changes to the brand per TOPS switch.
 3. In addition to Switch Branding, PACIFIC will make available an automated answering system, Personalized Response System (PRS), which answers all calls in the Operator's voice. CLEC will provide PACIFIC with written specification of its company name to be used in recording the PRS branding messages for its Operator Services calls. An initial non-recurring charge applies per region for the establishment of branding at the Operator Position, as well as a charge per subsequent changes to the Branding message per region. Prices for PRS are as outlined in Paragraph 11 (Compensation) below and incorporated herein.
- C. Operator Services (OS) Rate/Reference Information - When technically feasible, PACIFIC will provide Operator Services Rate/Reference Information based upon the criteria outlined below.
1. CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the Operator Services are to be undertaken.
 2. CLEC will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
 3. An initial non-recurring charge will apply for loading of CLEC's Operator Services Rate/Reference Information as well as a charge for each subsequent change to either CLEC's Operator Services Rate or Reference Information.
 4. In the interim, when a PACIFIC Operator receives a rate request from a CLEC end user, PACIFIC will warm-line transfer the CLEC end user to CLEC as follows for rate quotes. When PACIFIC has the capability to quote CLEC rates and reference information the parties agree that the warm-line transfer option will be eliminated.

Warm-line transfers without charge: PACIFIC will warm-line transfer any CLEC end user requesting intraLATA rate information (except calling plan information), at no charge to CLEC.

Warm-line transfers at tariffed rate: PACIFIC will warm-line transfer any CLEC end user requesting interLATA, interstate or international rate information, as well as intraLATA calling plan information, and charge CLEC the tariffed rate for carrier to carrier warm-line transfers.

4. HANDLING OF EMERGENCY CALLS TO OPERATOR

To the extent CLEC's NXX encompasses multiple emergency agencies, PACIFIC will agree to query the caller on his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide PACIFIC with the correct information to enable the transfer. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide his/her community. When the assistance of another Carrier's operator is required, PACIFIC will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify PACIFIC for any misdirected calls.

5. RESPONSIBILITIES OF THE PARTIES

- A. PACIFIC will be the sole provider of Operator Services for CLEC's local service area(s) listed in Exhibit I, which is attached to this Appendix at Paragraph 11 (Compensation), beginning on the effective date of this Appendix. PACIFIC will provide Operator Services only where the necessary physical facilities are available and in place and under conditions previously stated in this Appendix.
- B. CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each PACIFIC operator switch. Should CLEC seek to provide interexchange Operator Services under this agreement, it is responsible for ordering the necessary facilities through PACIFIC's interstate or intrastate Access Service tariffs. Nothing in this agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- C. Except where CLEC is purchasing LSNE, CLEC must separately purchase TOPS Trunk Ports to connect its switch to PACIFIC's TOPS switch for purposes of delivering operator traffic. CLEC may purchase transport

facilities from PACIFIC to connect to the TOPS Trunk Ports or it may use EISCC to connect to the TOPS Trunk Ports from its collocation arrangement in the Wire Center where PACIFIC's TOPS switch is located.

- D. Facilities necessary for the provision of Operator Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- E. CLEC will furnish to PACIFIC a completed Operator Services questionnaire, forty-five (45) days in advance of the date when the Operator Services are to be undertaken, unless otherwise agreed to by the Parties.
- F. CLEC will provide PACIFIC timely updates to the OS questionnaire when changes are necessary. CLEC will provide any necessary records and changes to PACIFIC in writing or in any other mutually agreeable format.
- G. PACIFIC will accumulate and provide CLEC such data as necessary for CLEC to bill its end users.

6. METHODS AND PRACTICES

PACIFIC will provide the Operator Services to CLEC's end users in accordance with PACIFIC's OS methods and practices in effect for PACIFIC at the time the OS call is made, unless otherwise agreed in writing by both Parties.

7. PRICING

Pricing for Operator Services shall be based on the rates specified in Paragraph 11 (Compensation) below, Compensation, and Exhibit II which is made part of this Appendix. The rates will apply from the effective date of this Appendix through the term of this agreement as specified in Paragraph 10.A below. At any time beyond the specified or the term of this Appendix, PACIFIC may change the prices for the provision of Operator Services upon one hundred-twenty (120) days' notice to CLEC.

8. MONTHLY BILLING

PACIFIC will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

9. LIABILITY

In addition to the limitation of liability and indemnification, provisions of the Agreement shall govern performance under this Appendix. CLEC also agrees to release, defend, indemnify, and hold harmless PACIFIC from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by PACIFIC employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.

10. TERMS OF APPENDIX

- A. Upon approval by the Commission, this Appendix will continue in force for the length of the Interconnection Agreement, but no less than 12 months. Thereafter, either Party may terminate this agreement upon 90 days written notice to the other Party.
- B. If CLEC terminates this agreement prior to the first twelve (12) months, CLEC shall pay, within thirty (30) days of the issuance of a final bill by PACIFIC, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by PACIFIC pursuant to this Appendix prior to its termination.
- C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Paragraph 11 (Compensation) below and incorporated by reference.

11. COMPENSATION

Exhibit I to Appendix No. 2 states the services area(s) covered by this Appendix. Exhibit II to Appendix No. 2 states the rates which will apply as compensation for each service element which CLEC obtains from Pacific for Operator Services upon or after the effective date of this Appendix.

EXHIBIT 1

FACILITY BASED
LOCAL SERVICE AREA(S)

EFFECTIVE: _____
(mm/dd/yr)

The following table depicts the service area(s) covered by this Appendix:

<i>CLEC’S LOCAL SERVICE AREA(s)</i>	<i>EFFECTIVE DATE</i>

EXHIBIT II

A. FULLY AUTOMATED CALL PROCESSING This usage rate applies to each call that has been completed on a fully automated basis. Call Completion LATA Wide – Per MOU Rate per completed automated call	\$\$.00436 \$.09381
B. OPERATOR-ASSISTED CALL PROCESSING This usage rate applies to each call that has been answered by, or forwarded to, an operator. Rate per actual work second Call Completion LATA Wide – Per MOU	\$.02967 \$.00436
C. CALL BRANDING An initial non-recurring charge applies per TOPS switch, per brand, for the establishment of CLEC specific Switch Branding. An additional non-recurring charge applies per TOPS switch, per brand, for each subsequent change to the branding announcement. Unbrand Personalized Response System Establish/Change Switch Branding Announcement (Per Switch) Establish/Change Personalized Response System Branding Announcement (Per Region)	\$3,166.80 \$447.96 \$7,415.86
D. OPERATOR SERVICES RATE/REFERENCE INFORMATION An initial non-recurring charge applies per TOPS switch, per rate schedule, for the initial load of CLEC’s Operator Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule, for each subsequent change to Rate/Reference Information. Rate per initial load Rate per subsequent rate change Rate per subsequent reference change	N/A N/A N/A
E. INTRALATA MESSAGE RATING An initial non-recurring charge applies for the initial load of CLEC’s	

Message Rating/Rate Schedule (Operator Services Surcharge and intraLATA Toll Rates) information. An additional non-recurring charge applies for each subsequent change to this information.	
Rate per initial load Rate per subsequent changes	N/A N/A

OA/DA TRUNKS TTP6X (DS1) TTP9X (DS3) Trunk Installation - per trunk	
First Additional	\$500.00 \$184.00
BLV/I TRUNKS TTP6X (DS1) TTP9X (DS3) Trunk Installation - per trunk	
First Additional	\$500.00 \$184.00

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT – CALIFORNIA
by and between
PACIFIC BELL
AND
NEXTLINK CALIFORNIA, INC.

The Interconnection Agreement (“the Agreement”) by and between Pacific Bell (“Pacific”) and NEXTLINK California, Inc. (“CLEC”), through an Advice Letter #204 dated February 14, 2000, and approved by the Public Utilities Commission of the State of California which became effective on March 1, 2000 is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Definitions on Page 5 to the Agreement is amended by adding thereto in alphabetical order the following:

SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, the Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin. As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE – As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SNET – As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

- 1.2 Section II Nondiscriminatory Access to Network Elements [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)] to the Agreement is amended by adding the following after A. *Links*. [the Act, Section 271(c)(2)(B)(iv)]:**

“Local Loop Transmission” or “Loop” is, pursuant to applicable FCC rules, a local loop unbundled network element that is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises.

- 1.3 Section II Nondiscriminatory Access to Network Elements [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)] to the Agreement is amended by adding the following after • *T-1/DS1 (4-wire) capable Links*:**

- DS1/DS3 Loop.

- 1.4 Section II Nondiscriminatory Access to Network Elements [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)] to the Agreement is amended by adding the following after • *Disconnect Charge*: \$264.71:**

DS3 Digital Loop

- (i) The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**’s processes implementing the Supplemental Order.

- 1.5 Section II Nondiscriminatory Access to Network Elements [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)] to the Agreement is amended by renumbering subsections G and H to subsections L and M and adding the following as subsections G, H, I, J and K:**

G. Network Interface Device

1. The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**’s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User’s inside wire. Maintenance and control of the End User’s inside wiring (on the End User’s side of the NID) is

under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC- 13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

2. **SBC-12STATE** will permit CLEC to connect its local loop facilities to End User's premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
3. CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE** at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.
4. With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.
5. The **SBC-12STATE** NIDs that CLEC uses this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
6. CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

H. Subloops

1. **SBC-13STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.
 - a. A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the

“distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

- b. CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

2. The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).
3. Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case –by–case

basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

4. Sub-loops are provided "as is" unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. XDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
5. Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements of service.
6. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.
7. Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.
8. Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with

the Supplemental Order, and with processes implementing the Supplemental Order.

I. Dark Fiber

1. In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.
 - a. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 2a and 3a, below.
2. Interoffice Dark Fiber
 - a. **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.
3. Loop Fiber
 - a. **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.
 - b. **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:
 - (i) the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or
 - (ii) a remote terminal/CEV/Hut and an end user customer premise.
 - c. At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One .

- d. At remote terminals, CEVs and HUTs, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.
4. Spare Fiber Inventory Availability and Condition
 - a. All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.
5. Determining Spare Fibers:
 - a. **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:
 - (i) Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:
 - Cables with 24 fibers and less: two maintenance spare fibers
 - Cables with 36 and 48 fibers: four maintenance spare fibers
 - Cables with 72 and 96 fibers: eight maintenance spare fibers
 - Cables with 144 fibers: twelve maintenance spare fibers
 - Cables with 216 fibers: 18 maintenance spares
 - Cables with 288 fibers: 24 maintenance spares
 - Cables with 432 fibers: 36 maintenance spares
 - Cables with 864 fibers: 72 maintenance spares.
 - (ii) Defective fibers
 - (iii) **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.
 - b. The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

- c. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

6. Quantities and Time Frames for ordering Dark Fiber:

- a. The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 2a and 3a above.)
- b. If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.
 - (i) If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.
- c. Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 4b.

7. Right of Revocation of Access to Dark Fiber

- a. Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.
 - b. **SBC-12STATE** may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, **SBC-12STATE** must demonstrate to CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.
- 8. Access Methods specific to Dark Fiber
 - a. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 9. Installation and Maintenance for Dark Fiber
 - a. **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1X2, 90-10 optical splitter) to the CLEC equipment.

J. Packet Switching

- 1. **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:
 - a. **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - b. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
 - c. **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR§ 51.319 (b); and

- d. **SBC-13STATE** has deployed packet switching capability for its own use.

K. Reconfiguration

1. **SBC-13STATE** will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with **SBC-13STATE's** processes to implement that Order, as set forth on the CLEC website.

1.6 Section II Nondiscriminatory Access to Network Elements [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)] to the Agreement is amended by adding the following after the 6. paragraph:

- L. Reservation of Rights Relating to UNEs.** Pacific's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions

affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

1.7 Section 1.1 of Appendix F Unbundled Switching and Transport to the Agreement is amended by adding the following language:

1.1.6 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

1.1.6.1 A territory shall constitute an "Exception Territory" if it constitutes the services area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

1.1.6.2 In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

1.1.6.3 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

1.1.6.4 Nothing in this Section 5.0 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

1.8 Section 2.1.2 of Appendix F Unbundled Switching and Transport to the Agreement is amended by adding the following language:

2.1.2.3 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network.

1.9 Add Appendix DSL. (See Attachment “A”)

1.10 Replaced Pricing regarding UNE Remand and DSL. (See Attachment “B”)

2.0 MISCELLANEOUS

2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

2.3 In accordance with the settlement agreement date May 23, 2000 between the parties, this Amendment shall be effective as of June 1, 2000, and shall be filed with and subject to the approval by the Public Utilities Commission of the State of California (PUC).

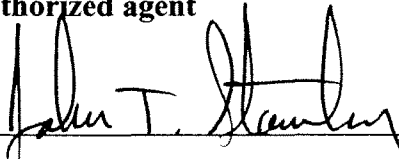
IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18th day of July, 2000, by Pacific, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NEXTLINK California, Inc

Pacific Bell Telephone Company

**By: SBC Telecommunications, Inc.,
Its authorized agent**

By: 

By: 

Title: Senior Vice President

Title: President - Industry Markets

Name: R. Gerard Saleme
(Print or Type)

Name: John T. Stanley
(Print or Type)

Date: 7/18/00

Date: 6/8/00

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Pacific does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between NEXTLINK California, Inc. and Pacific.

Attachment “A”

Attachment “B”

**APPENDIX DSL
(Including Line Sharing or HFPL)**

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. DEFINITIONS 4

**3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED
xDSL CAPABLE LOOPS.....6**

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS.....9

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES.....13

**6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION
AND ORDERING.....15**

7. PROVISIONING.....17

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING.....19

9. MAINTENANCE/SERVICE ASSURANCE.....23

10. SPECTRUM MANAGEMENT.....25

11. RESERVATION OF RIGHTS.....26

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....27

APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from **SBC-12STATE**’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by

another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Cooperative Acceptance Testing” shall be defined as the joint testing between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-12STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 **SBC-12STATE** shall not deny CLEC’s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party (“Indemnifying Party”) will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party’s (“Indemnitee”) facilities. Notwithstanding any other provision of this Appendix, each Party (“Indemnifying Party”) shall release, defend and

indemnify the other Party (“Indemnatee”) and hold Indemnatee harmless against any loss, or claim made by the Indemnifying Party’s end-user, arising out of the negligence or willful misconduct of the Indemnatee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnatee’s provision of splitter functionality under this Appendix.

- 3.6.2 For any technology, CLEC’s use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**’s plant, impair the privacy of a communications carried over **SBC-12STATE**’s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC’s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnatee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party’s provision of splitter functionality under this Appendix, or the Indemnifying Party’s (i.e., CLEC’s) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee and Indemnatee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user.

- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, or Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability and in any case which Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnatee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

- 4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line (“DAML”) technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**’s Remote Terminal (“RT”) at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**’s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a “buffer zone” to ensure the integrity of voice band traffic.

- 4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.
- 4.5 **SBC-12STATE** shall not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.
- 4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.
- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description

of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

- 4.8 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:
- 4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.
- 4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier

and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

- 4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. **HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES**

5.1 Splitter ownership:

- 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.
- 5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

- 5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:
- 5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.
 - 5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **SBC-12STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.
- 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with **SBC-12STATE**'s Operational Support Systems ("OSS").
- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
- 5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports

for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

- 5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.
- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems (“OSS”).
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 **General:** **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**’s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC’s UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**’s retail operations or its advanced services affiliate.

- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.4 All three categories of loop qualification are subject to the following:

- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
- 6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.
- 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if

necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

- 7.3.6 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.

- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

- 8.3 Acceptance Testing Procedure:

- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC’s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time

and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.

8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not

be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

- 8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-12STATE** is again in compliance, billing for Acceptance Testing shall resume.
- 8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from an **SBC-12STATE** problem.
- 8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

9.3 **SBC-12STATE** will offer a 24-hour clearing time on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the loop. If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, **SBC-12STATE** will attempt to notify the CLEC and

request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE** (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to **SBC-12STATE** “cutting around” the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC upon closing the trouble ticket.

- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**’s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC’s request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop’s modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). **SBC-12STATE** will provide CLECs access to its legacy MLT system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC’s trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages,

made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and

policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Appendix A.
Nextlink California, Inc.
Summary of Unbundled Network Elements Recurring Prices

<u>Elements</u>	<u>Pacific Bell</u> <u>Monthly UNE Price</u>
<u>Link</u>	
Basic Link (2-Wire)*	
Zone 1	\$10.03
Zone 2	\$13.51
Zone 3	\$23.53
Assured Link (2-Wire)*	
Zone 1	\$10.03
Zone 2	\$13.51
Zone 3	\$23.53
PBX Trunk Option	\$2.18
Coin Option	\$2.93
ISDN Option	\$4.44
Digital 1.54 Mbps (DS-1)*	
Zone 1	\$89.24
Zone 2	\$100.05
Zone 3	\$131.19
4-Wire Link*	
Zone 1	\$33.02
Zone 2	\$41.90
Zone 3	\$67.49
4-Wire CO Facility Interface Connection	\$15.35
<u>Entrance Facilities</u>	
Voice Grade (4W)	\$46.90
DS1	\$153.46
DS3	\$1,837.18
<u>Multiplexing</u>	
DS0 / DS1	\$255.58
DS1 / DS3	\$287.88
<u>Switching</u>	
<u>Ports</u>	
2-Wire Ports	\$2.88
Coin Port	\$3.81
Centrex Port	\$4.37
DID Port	\$4.18
DID Number Block	\$1.00

Appendix A.
Nextlink California, Inc.
Summary of Unbundled Network Elements Recurring Prices

ISDN Port	\$14.10
Switch Features	
Call Forward Variable	\$0.57
Busy Call Forwarding	\$0.56
Delayed Call Forwarding	\$0.56
Call Waiting	\$0.56
Three Way Calling	\$0.57
Call Screen	\$0.63
Message Waiting Indicator	\$0.56
Repeat Dialing	\$0.65
Call Return	\$0.65
Call Forward Busy/Delay	\$0.56
Speed Calling 8	\$0.56
Speed Calling 30	\$0.56
Intercom	\$0.62
Intercom Plus	\$0.62
Remote Access to Call Forward	\$0.60
Direct Connect -shared	\$0.56
Direct Connect -unshared	\$0.56
Select Call Forwarding	\$0.60
Call Trace	\$0.57
Speed Call 6	\$0.56
Call Restriction	\$0.88
Distinctive Ringing	\$0.56
Directed Call Pickup	\$0.57
WATS Access per Port	\$0.56
WATS Access per Group	\$1.73
Caller ID	\$0.73
Caller ID Blocking	\$0.58
Call Hold	\$0.56
Remote Call Forwarding	\$0.93
Hunting	\$0.29
DNCF	\$0.96
Switch Usage	
Interoffice – Originating	
setup per attempt	\$0.00594
holding time per MOU	\$0.00184
Interoffice – Terminating	
setup per call	\$0.00700
holding time per MOU	\$0.00187
Intraoffice	
setup per call	\$0.01399

Page 2 of 5
Last Update: 5/19/00
JMH

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Appendix A.
Nextlink California, Inc.
Summary of Unbundled Network Elements Recurring Prices

holding time per MOU	\$0.00362
Tandem Switching	
setup per attempt	\$0.00075
setup per completed message	\$0.00113
holding time per MOU	\$0.00067
Tandem Switching (overflow)	
setup per attempt	\$0.00552
setup per completed message	\$0.00952
holding time per MOU	\$0.00565

Trunk Port Termination

End Office Termination	\$20.99
Tandem Termination	\$142.82

Interoffice Transmission Facilities

**Switched Transport -
Shared**

Fixed Mileage per MOU	\$0.001259
Variable Mileage per MOU per Mile	\$0.000021

**Switched Transport - Shared -
Overflow**

Fixed Mileage per MOU	\$0.011360
Variable Mileage per MOU per Mile	\$0.000021

Switched Transport - Common

Fixed Mileage per MOU	\$0.001330
Variable Mileage per MOU per Mile	\$0.000021

**Dedicated Transport –
Voice Grade**

Fixed Mileage	\$3.22
Variable Mileage per Mile	\$0.19

**Dedicated Transport -
DS1**

Fixed Mileage	\$32.32
Variable Mileage per Mile	\$1.84

**Dedicated Transport -
DS3**

Fixed Mileage	\$372.70
Variable Mileage per Mile	\$35.72

**Expanded Interconnection Service Cross
Connect (EISCC)**

Voice Grade/ISDN

Appendix A.
Nextlink California, Inc.
Summary of Unbundled Network Elements Recurring Prices

	EISCC	\$0.44
	Jack Panel	\$1.79
DS0		
	EISCC	\$26.07
	Jack Panel	\$5.60
DS1		
	EISCC	\$16.52
	Jack Panel	\$2.49
	Repeater	\$24.15
DS3		
	EISCC	\$45.80
	Jack Panel	\$25.88
	Repeater	\$101.36

White Page Listings

CLEC Listings	\$0.40

Operator Services

Directory Assistance per Call	\$0.39494
Operator Services per work second	\$0.02952

SS7

STP Port	\$263.76

Additional Elements

SS7

SS7 Links	
Voice Grade	
Fixed Mile	\$3.22
Variable Mile	\$0.19
DS-1	
Fixed Mile	\$32.32
Variable Mile	\$1.84

Database Query

800 Database - per Query	\$0.00219
Line Identifier Database (LIDB) - per Query	\$0.00256

Entrance Facility

2-Wire Voice Grade	\$23.45

Page 4 of 5
Last Update: 5/19/00
JMH

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Appendix A.
Nextlink California, Inc.
Summary of Unbundled Network Elements Recurring Prices

DS-3 without Equipment	\$724.04
Unbundled Loops provided over DLC to an Entrant as a Digital Facility	
per Digital Facility	\$24.41
per Voice Line Activated	\$5.71
Digital Cross-Connect System (DCS)	\$16.52
Multiplexing	
DS-0 / DS-1 per Channel	\$10.65
DS-1 / DS-3 per Channel	\$12.00
Switching	
Ports	
DS-1 Port	\$20.99

Shared Common Allocator: 19.00%

* De-Averaged Rates link back to OANAD Averaged Rates. The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state-established rates.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTION								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
DNCF (DIRECT NUMBER CALL FORWARDING)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF – POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order				Channel Connect			
	(Preordering, Ordering & Billing)				(Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES (IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

LINK	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER COSTS)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Nonrecurring Charges* for Pacific Bell

Appendix B.

NETWORK ELEMENTS	Service Order (Preordering, Ordering & Billing)				Channel Connect (Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

NETWORK ELEMENTS

	Service Order				Channel Connect			
	(Preordering, Ordering & Billing)				(Provisioning & Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

* Nonrecurring charges for connects are to be recovered separately from disconnects and at the time of occurrence.

Note: The Nonrecurring Charges shown are as ordered by the CPUC. Not all elements are contained in all agreements.

Appendix C

Scenario 1

CLEC leases an EISCC, a Loop and a Network Interface Device (NID) on an individual basis. The EISCC is passed on to the CLEC at the CLEC's collocation cage. Under this approach the CLEC requests that each of the elements ordered should be unbundled. In the TELRIC costs adopted in D.98-02-106, the NID was not separated from the loop. Therefore the service order price for the NID is already captured in the nonrecurring charge for the loop.

CONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$2.08	\$76.09	\$0.00	\$78.17
Semi-Mechanized	\$2.08	\$48.48	\$0.00	\$50.56
Mechanized	\$0.17	\$18.72	\$0.00	\$18.89

DISCONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$3.30	\$57.51	\$0.00	\$60.81
Semi-Mechanized	\$3.30	\$29.60	\$0.00	\$32.90
Mechanized	\$0.16	\$8.73	\$0.00	\$8.89

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 2

CLEC leases an EISCC, a Loop and Dedicated Transport. The EISCC is passed on to the CLEC at the CLEC's collocation cage. An additional DS-1 EISCC is passed from the collocation cage to the Dedicated Trunk (Transport). As in Scenario 1, the NID is not unbundled from the Loop and the DS-1 EISCC and Trunk serve 24 voice grade channels.

CONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$76.09	\$2.08	\$2.08	\$140.37	\$220.62
Semi-Mechanized	\$0.00	\$48.48	\$2.08	\$2.08	\$114.28	\$166.92
Fully Mechanized	\$0.00	\$18.72	\$0.17	\$0.17	\$68.35	\$87.41

DISCONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$57.51	\$3.30	\$3.30	\$80.72	\$144.83
Semi-Mechanized	\$0.00	\$29.60	\$3.30	\$3.30	\$54.62	\$90.82
Fully Mechanized	\$0.00	\$8.73	\$0.16	\$0.16	\$36.53	\$45.58

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 3

A CLEC leases an EISCC, Switching and SS7 Signaling. The EISCC is passed onto the CLEC at the CLEC's collocation cage. The nonrecurring charges for SS7 ports and links are determined on a one-time basis per connection per central office. Pacific only identified semi-mechanized costs for the SS7 port and link.

CONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$2.08	\$59.37	\$41.96	\$35.09	\$138.50
Semi-Mechanized	\$2.08	\$31.65	\$41.96	\$35.09	\$110.78
Fully Mechanized	\$0.17	\$7.98	\$41.96	\$35.09	\$85.20

DISCONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$3.30	\$51.84	\$20.03	\$21.57	\$96.74
Semi-Mechanized	\$3.30	\$24.12	\$20.03	\$21.57	\$69.02
Fully Mechanized	\$0.16	\$4.26	\$20.03	\$21.57	\$46.02

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 4

CLEC leases an *as is* migration for Loop, NID, Switch Port and Existing Features. Because this is an *as is* migration, there is not an existing collocation cage or EISCC.

Therefore the elements are leased as an existing platform of network elements

CONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$57.52	\$0.00	\$51.55	\$3.24	\$112.31
Semi-Mechanized	\$29.93	\$0.00	\$23.84	\$3.24	\$57.01
Mechanized	\$0.17	\$0.00	\$0.17	\$0.17	\$0.51

DISCONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$48.94	\$0.00	\$47.74	\$0.00	\$96.68
Semi-Mechanized	\$21.03	\$0.00	\$20.03	\$0.00	\$41.06
Mechanized	\$0.17	\$0.00	\$0.17	\$0.00	\$0.34

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 5

CLEC leases an *as is* migration for Plain Old Telephone Service (POTS) which includes the Loop, NID and, Switch Port. Thereafter the customer changes service from POTS to ISDN service.

CONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$57.52	\$51.55			\$109.07
Semi-Mechanized	\$29.93	\$23.84			\$53.77
Mechanized	\$0.17	\$0.17			\$0.34

DISCONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$48.94	\$47.74			\$96.68
Semi-Mechanized	\$21.03	\$20.03			\$41.06
Mechanized	\$0.17	\$0.17			\$0.34

CONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$89.17	\$81.61	\$3.24	\$170.78
Semi-Mechanized		\$61.45	\$53.65	\$3.24	\$115.10
Mechanized		\$19.98	\$18.72	\$0.17	\$38.70

DISCONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$59.43	\$58.48	\$0.00	\$117.91
Semi-Mechanized		\$31.71	\$30.14	\$0.00	\$61.85
Mechanized		\$12.17	\$8.73	\$0.00	\$20.90

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 6

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. This is a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$76.09	\$81.15	\$140.37	\$297.61
Semi-Mechanized	\$48.48	\$81.15	\$114.28	\$243.91
Mechanized	\$18.72	\$80.28	\$68.35	\$167.35

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$57.51	\$40.19	\$80.72	\$178.42
Semi-Mechanized	\$29.30	\$40.19	\$54.62	\$124.11
Mechanized	\$8.73	\$36.30	\$36.53	\$81.56

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 6A

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. In this case, the extended link is an “as is” migration, thus the sum of the service order approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$57.52	\$4.05	\$72.74	\$134.31
Semi-Mechanized	\$29.93	\$4.05	\$46.65	\$80.63
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOPS	CONNECTS	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$48.94	\$4.05	\$44.91	\$97.90
Semi-Mechanized	\$21.03	\$4.05	\$18.81	\$43.89
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 7

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. This is also a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$167.65	\$140.37	\$308.02
Semi-Mechanized	\$139.68	\$114.28	\$253.96
Mechanized	\$104.74	\$68.35	\$173.09
DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$63.34	\$80.72	\$144.06
Semi-Mechanized	\$35.02	\$54.62	\$89.64
Mechanized	\$13.60	\$36.53	\$50.13

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

Appendix C

Scenario 7A

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. In this case the Extended Link is an “as is” migration, thus the sum of the stand-alone service order approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$63.06	\$72.74	\$135.80
Semi-Mechanized	\$35.09	\$46.65	\$81.74
Mechanized	\$0.17	\$0.73	\$0.90

DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$49.91	\$44.91	\$94.82
Semi-Mechanized	\$21.03	\$18.81	\$39.84
Mechanized	\$0.17	\$0.73	\$0.90

Key

NRC = Full Stand Alone Nonrecurring Charge Which Includes Service Order and Channel Connect (I.e. Provisioning and Maintenance) Charges

SO = Service Order Charges Only And Is Used To Estimate Nonrecurring Charges Under The Sum Of The Service Order Approach.

Note: These Scenarios are for illustrative purposes. The elements included in the examples may not be present in some agreements.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

NEXTLINK CALIFORNIA, INC./ PACIFIC BELL TELEPHONE COMPANY

APPENDIX D

Monthly Recurring

			Monthly		
			Recurring	"@" INDICATES TO REFER	
GENERIC TERMINOLOGY	OANAD TERMINOLOGY			TO THE NONRECURRING	
				PRICE SHEET FOR RATES	
This Pricing Appendix D contains all recurring and some non-recurring costs for the listed elements. For non-recurring Costs addressed in OANAD see the attached Non-recurring Appendix D.					
UNBUNDLED NETWORK ELEMENTS					
LOOPS	LINKS				
DS3	N/A		\$ 1,837.18	@	
DSL Capable Loops:				NRC Initial	Additional
2-Wire Digital Loop ISDN/IDSL					
PSD #1A - 2-Wire Digital Loop ISDN/IDSL	NA			@	@
Zone 1			\$ 14.47		
Zone 2			\$ 17.95		
Zone 3			\$ 27.97		
2-Wire xDSL Loop					
PSD #1B - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
PSD #2 - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
PSD #3 - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
PSD #4 - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
PSD #5 - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
PSD #7 - 2-Wire xDSL Loop	NA		See Zone rate Below	@	@
Zoned Rates for 2-Wire xDSL Loop - PSD 1B - PSD 7					
Zone 1			\$ 10.03		
Zone 2			\$ 13.51		
Zone 3			\$ 23.53		
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop	NA				
Zone 1			\$ 33.02	@	@
Zone 2			\$ 41.90	@	@
Zone 3			\$ 67.49	@	@
HFPL Loop	NA		* \$ 5.85	NA	NA
Loop Qualification Process					
Loop Qualification Process - Mechanized	NA		N/A	\$ 0.10	N/A
Loop Qualification Process - Manual	NA		N/A	TBD	NA
Loop Qualification Process - Detailed Manual	NA		N/A	TBD	NA
HFPL Splitter					
SBC owned splitter--line at a time	NA		* \$ 1.66	N/A	N/A
SUB-LOOPS					
CO to RT sub-loop					
2 Wire Analog	NA		\$ 8.87	N/A	N/A
4 Wire Analog	NA		\$ 32.69	N/A	N/A
2 Wire DSL	NA		N/A	N/A	N/A
4 Wire DSL	NA		N/A	N/A	N/A
2 Wire ISDN Compatible	NA		\$ 10.06	N/A	N/A
4 Wire DS1 Compatible	NA		\$ 37.83	N/A	N/A
DS3 compatible subloop	NA		\$ 1,750.11	N/A	N/A
CO to SAI Sub-Loop					
2 Wire Analog	NA		\$ 4.33	N/A	N/A
4 Wire Analog	NA		\$ 20.49	N/A	N/A
2 Wire DSL	NA		\$ 4.70	N/A	N/A
4 Wire DSL	NA		\$ 12.65	N/A	N/A
2 Wire ISDN Compatible	NA		N/A	N/A	N/A
4 Wire DS1 Compatible	NA		N/A	N/A	N/A
DS3 compatible subloop	NA		N/A	N/A	N/A
CO to Terminal sub-loop					
2 Wire Analog	NA		\$ 9.80	N/A	N/A
4 Wire Analog	NA		\$ 32.16	N/A	N/A
2 Wire DSL	NA		\$ 6.17	N/A	N/A
4 Wire DSL	NA		\$ 19.43	N/A	N/A
2 Wire ISDN Compatible	NA		N/A	N/A	N/A
4 Wire DS1 Compatible	NA		N/A	N/A	N/A
DS3 compatible subloop	NA		N/A	N/A	N/A
RT to SAI sub-loop					
2 Wire Analog	NA		\$ 0.89	N/A	N/A
4 Wire Analog	NA		\$ 5.73	N/A	N/A
2 Wire DSL	NA		\$ 0.89	N/A	N/A
4 Wire DSL	NA		\$ 5.73	N/A	N/A
2 Wire ISDN Compatible	NA		N/A	N/A	N/A
4 Wire DS1 Compatible	NA		N/A	N/A	N/A
DS3 compatible subloop	NA		N/A	N/A	N/A
RT to Terminal sub-loop					
2 Wire Analog	NA		\$ 4.92	N/A	N/A
4 Wire Analog	NA		\$ 13.08	N/A	N/A
2 Wire DSL	NA		\$ 4.92	N/A	N/A

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

NEXTLINK CALIFORNIA, INC./ PACIFIC BELL TELEPHONE COMPANY

APPENDIX D

Monthly Recurring

			Monthly		
			Recurring	"@ " INDICATES TO REFER	
GENERIC TERMINOLOGY		OANAD TERMINOLOGY		TO THE NONRECURRING	
				PRICE SHEET FOR RATES	
	4 Wire DSL	NA	\$ 13.08	N/A	N/A
	2 Wire ISDN Compatible	NA	N/A	N/A	N/A
	4 Wire DS1 Compatible	NA	N/A	N/A	N/A
	DS3 compatible subloop	NA	N/A	N/A	N/A
	RT to NID sub-loop				
	2 Wire Analog	NA	\$ 6.67	N/A	N/A
	4 Wire Analog	NA	\$ 19.52	N/A	N/A
	2 Wire DSL	NA	\$ 6.67	N/A	N/A
	4 Wire DSL	NA	\$ 19.52	N/A	N/A
	2 Wire ISDN Compatible	NA	\$ 6.67	N/A	N/A
	4 Wire DS1 Compatible	NA	\$ 39.05	N/A	N/A
	DS3 compatible subloop	NA	\$ 1,650.92	N/A	N/A
	SAI to Terminal sub-loop				
	2 Wire Analog	NA	\$ 4.92	N/A	N/A
	4 Wire Analog	NA	\$ 13.08	N/A	N/A
	2 Wire DSL	NA	\$ 4.92	N/A	N/A
	4 Wire DSL	NA	\$ 13.08	N/A	N/A
	2 Wire ISDN Compatible	NA	N/A	N/A	N/A
	4 Wire DS1 Compatible	NA	N/A	N/A	N/A
	DS3 compatible subloop	NA	N/A	N/A	N/A
	SAI to NID sub-loop				
	2 Wire Analog	NA	\$ 6.67	N/A	N/A
	4 Wire Analog	NA	\$ 19.52	N/A	N/A
	2 Wire DSL	NA	\$ 6.67	N/A	N/A
	4 Wire DSL	NA	\$ 19.52	N/A	N/A
	2 Wire ISDN Compatible	NA	N/A	N/A	N/A
	4 Wire DS1 Compatible	NA	N/A	N/A	N/A
	DS3 compatible subloop	NA	N/A	N/A	N/A
	Terminal to NID sub-loop				
	2 Wire Analog	NA	\$ 2.96	N/A	N/A
	4 Wire Analog	NA	\$ 8.25	N/A	N/A
	2 Wire DSL	NA	\$ 2.96	N/A	N/A
	4 Wire DSL	NA	\$ 8.25	N/A	N/A
	2 Wire ISDN Compatible	NA	N/A	N/A	N/A
	4 Wire DS1 Compatible	NA	N/A	N/A	N/A
	DS3 compatible subloop	NA	N/A	N/A	N/A
	SUB-LOOP Non-Recurring Charges				
	2-Wire DSL - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 148.69	\$ 71.59
	2-Wire DSL - Complex				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 119.91	\$ 47.96
	2-Wire Analog - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 148.69	\$ 71.59
	2-Wire Analog - Complex				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 119.91	\$ 47.96
	2-Wire ISDN - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 247.58	\$ 64.64
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 182.41	\$ 64.64
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 117.17	\$ 56.16
	2-Wire ISDN - Complex				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 250.32	\$ 56.45
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 185.15	\$ 56.45
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 119.91	\$ 47.96
	4-Wire DSL - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 332.25	\$ 97.04
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 267.07	\$ 97.04
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 201.84	\$ 88.55
	4-Wire DSL - Complex				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 310.64	\$ 69.07
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 245.47	\$ 69.07
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 180.23	\$ 60.59
	4-Wire Analog - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 332.25	\$ 97.04
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 267.07	\$ 97.04
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 201.84	\$ 88.55
	4-Wire Analog - Complex				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 310.64	\$ 69.07
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 220.49	\$ 69.07
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 180.23	\$ 60.59
	DS1 Copper - Simple				
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 362.76	\$ 142.02
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 302.57	\$ 142.02
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 223.55	\$ 132.66
	DS1 Copper - Complex				

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

NEXTLINK CALIFORNIA, INC./ PACIFIC BELL TELEPHONE COMPANY

APPENDIX D

Monthly Recurring

			Monthly		
			Recurring	"@ " INDICATES TO REFER	
GENERIC TERMINOLOGY		OANAD TERMINOLOGY		TO THE NONRECURRING	
				PRICE SHEET FOR RATES	
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 318.69	\$ 90.56
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 258.50	\$ 90.56
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 179.48	\$ 81.19
DS1 Fiber - Simple					
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 385.22	\$ 162.72
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 325.03	\$ 162.72
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 246.01	\$ 153.36
DS1 Fiber - Complex					
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 321.17	\$ 91.28
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 260.98	\$ 91.28
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 181.96	\$ 81.91
DS3 - Simple					
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 394.29	\$ 167.21
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 334.10	\$ 167.21
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 255.08	\$ 157.84
DS3 - Complex					
	Crossconnects, per line - (MANUAL/FAX)	NA	N/A	\$ 321.46	\$ 91.57
	Crossconnects, per line - (CESAR/LEX))	NA	N/A	\$ 261.27	\$ 91.57
	Crossconnects, per line - (MECHANIZED)	NA	N/A	\$ 182.25	\$ 82.20
DSL Cross Connects					
	2-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD	TBD	TBD
	4-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD	TBD	TBD
	HFPL Cross Connect - CLEC Owned	NA	* \$ 0.88	@	@
	HFPL Cross Connect - SBC Owned	NA	* \$ 1.76	@	@
	Jack Panel	NA	\$ 1.79	N/A	N/A
HFPL OSS Charge					
	HFPL OSS Charge - per line	NA	* \$ 0.61	NA	NA
DSL Conditioning Options					
	Removal of Repeaters	NA	NA	\$ 246.31	\$ 21.17
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NA	NA	\$ 246.31	\$ 21.17
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NA	NA	\$ 81.06	\$ 21.17
	Removal of Bridged Taps and Repeaters	NA	NA	\$ 787.66	\$ 56.06
	Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NA	NA	\$ 506.31	\$ 38.62
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A	NA	\$ 177.16	\$ 38.62
	Removal of Bridged Taps	N/A	NA	\$ 588.17	\$ 34.89
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	N/A	NA	\$ 294.08	\$ 17.45
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A	NA	\$ 96.09	\$ 17.45
	Removal of Bridged Taps and Load Coils	N/A	NA	\$ 132.41	\$ 64.11
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A	NA	\$ 534.25	\$ 26.79
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A	NA	\$ 197.66	\$ 26.79
	Removal of Load Coils	N/A	NA	\$ 780.05	\$ 29.21
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	N/A	NA	\$ 260.02	\$ 9.34
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	N/A	NA	\$ 101.57	\$ 9.34
Dark Fiber					
	Dark Fiber -Interoffice per strand	N/A	\$ 22.90	\$ 1,678.32	\$ 1,678.32
	Dark Fiber - Interoffice per foot	N/A	\$ 0.00240	N/A	N/A
	Dark Fiber Loop - CO to Customer Prem-per strand	N/A	\$ 24.82	\$ 927.33	\$ 927.33
	Dark Fiber Loop - CO to Customer, per foot	N/A	\$ 0.00480	N/A	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	N/A	\$ 24.82	\$ 927.33	\$ 927.33
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot	N/A	\$ 0.00270	N/A	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	N/A	\$ 26.83	\$ 926.80	\$ 926.80
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	N/A	\$ 0.00730	N/A	N/A
	Dark Fiber Cross Connect - Interoffice	N/A	\$ 8.47	\$ 126.59	\$ 126.59
	Dark Fiber Cross Connect - Loop/Subloop	N/A	\$ 8.46	\$ 70.29	\$ 70.29
	Dark Fiber Cross Connect - Subloop	N/A	\$ 8.46	\$ 71.86	\$ 71.86
	Dark Fiber - Loop Inquiry	N/A	N/A	\$ 131.60	\$ 131.60
	Dark Fiber - Sub Loop Inquiry	N/A	N/A	\$ 131.60	\$ 131.60
	Dark Fiber - Interoffice Inquiry	N/A	N/A	\$ 371.80	\$ 371.80
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

LINK	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 Loop - INITIAL (Manual))	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Mechanized))	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

LINK	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$19.99	\$16.57	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$9.79	TBD	\$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

**AMENDMENT NO. 2
TO CALIFORNIA INTERCONNECTION AGREEMENT**

EFFECTIVE MARCH 1, 2000

BY AND BETWEEN

PACIFIC BELL

AND

NEXTLINK CALIFORNIA, INC.

The Interconnection Agreement (“the Agreement”) by and between Pacific Bell (“TELCO”) and NEXTLINK California, Inc. (“CLEC”), which became effective March 1, 2000, is hereby amended as follows:

- (1) Addition of Appendix FCC Merger Conditions
- (2) Table of Contents modified to add additional Appendix
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, contains a termination date specific to the FCC Appendix adopted into the Interconnection Agreement which may or may not be coterminous with the underlying Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (5) In accordance with the settlement agreement date May 23, 2000 between the parties, this Amendment shall be effective as of June 1, 2000, and shall be filed with and subject to the approval by the Public Utilities Commission of the State of California (PUC).

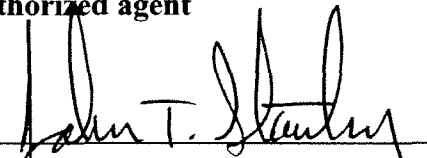
IN WITNESS WHEREOF, this Amendment to the Agreement was executed in triplicate on this 18th day of July, 2000, by TELCO, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NEXTLINK California, Inc.

Pacific Bell Telephone Company

**By: SBC Telecommunications, Inc.,
Its authorized agent**

By: 

By: 

Title: Senior Vice President

Title: President – Industry Markets

Name: 7/18/00
(Print or Type)

Name: 6/8/00
(Print or Type)

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Pacific Bell does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between NEXTLINK California, Inc. and Pacific Bell.

APPENDIX FCC MERGER CONDITIONS

TABLE OF CONTENTS

1. MERGER CONDITIONS.....	3
2. DEFINED TERMS; DATES OF REFERENCE.....	3
3. DISCOUNTED SURROGATE LINE SHARING CHARGES	4
4. OSS: CHANGE MANAGEMENT PROCESS	5
5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES.....	5
6. ADVANCED SERVICES OSS DISCOUNTS.....	5
7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES	6
8. PROMOTIONAL DISCOUNTS ON RESALE	7
9. PROMOTIONAL UNE PLATFORM	7
10. LOOP CONDITIONING CHARGES	9
11. ALTERNATE DISPUTE RESOLUTION.....	9
12. CONFLICTING CONDITIONS	9
13. SUSPENSION OF CONDITIONS	9
14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT	10
15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE–OHIO AND ILLINOIS ONLY	14

APPENDIX MERGER CONDITIONS**1. MERGER CONDITIONS**

1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, **SBC-13STATE** will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.

3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by **SBC-13STATE**, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the

written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

- 9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new

assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted

promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting **SBC-AMERITECH**'s switches which can be shared by more than one LEC, including **SBC-AMERITECH**. These facilities include those between **SBC-AMERITECH**'s End Office Switches, between **SBC-AMERITECH**'s End Office Switch and **SBC-AMERITECH**'s Tandem Office Switch, and between **SBC-AMERITECH**'s Tandem Office Switches.

14.1.2 **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls using ULS-IST. **SBC-AMERITECH** will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.

14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through **SBC-AMERITECH**'s network to non-**SBC-AMERITECH** switches, **SBC-AMERITECH** provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to **SBC-AMERITECH**'s ULS-IST to use shared facilities and not dedicated transport between **SBC-AMERITECH**'s Central Offices and other carrier's switches providing local, wireless, or interexchange services.

14.1.4 Therefore, all Requesting Carrier's traffic between **SBC-AMERITECH** switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-**SBC-AMERITECH** switches will utilize the transit function of Interim Shared Transport.

- 14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. **SBC-AMERITECH** reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, **SBC-AMERITECH** will utilize its existing routing tables contained in **SBC-AMERITECH** switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an **SBC-AMERITECH** End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including **SBC-AMERITECH**'s telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 **SBC-AMERITECH** will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 **SBC-AMERITECH** will also charge a Requesting Carrier using **SBC-AMERITECH**'s ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating **SBC-AMERITECH** end office or transiting and applicable termination charges for traffic to a non-**SBC-AMERITECH** end office. **SBC-AMERITECH** will not charge a Telecommunications Carrier using **SBC-AMERITECH**'s local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. **SBC-AMERITECH** will not create message records for terminating usage under the FCC Conditions.
- 14.2.2.1 All local and intraLATA traffic is billed from the originating record.
- 14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an **SBC-AMERITECH** end office.

14.2.3.4.2 Tandem routed traffic terminating to an **SBC-AMERITECH** end office.

14.2.3.4.3 Direct routed traffic terminating to a non-**SBC-AMERITECH** end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-**SBC-AMERITECH** end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using **SBC-AMERITECH**'s ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), **SBC-AMERITECH** will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, **SBC-AMERITECH** will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use (“MOU”) was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by **SBC-AMERITECH**’s average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of **SBC-AMERITECH**’s network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier’s ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission’s final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

14.5.2 **SBC-AMERITECH** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.

14.6 BLOCKING

14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE–OHIO AND ILLINOIS ONLY

- 15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

- 1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- 1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- 1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- 1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- 1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- 1.6 Calls from WATS, hotel/motel, **SBC-AMERITECH** Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- 1.8 Call Blocking will be provided only where CO facilities permit.
- 1.9 Call Blocking may not be limited to specific programs.
- 1.10 Call Blocking does not block calls to other telephone companies' numbers.
- 1.11 Call Blocking does not block long distance charges.
- 1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- 1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

- 1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- 1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- 1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the **SBC-AMERITECH** entity code (R or NBT).
- 1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

California
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion				
Statewide	*	\$9.69	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Line Sharing Promotion (ADSL Loops)				
ADSL				
Statewide	*	\$5.85	NA	NA
Service Order Promotion - Manual		NA	NA	NA
Service Order Promotion - Semi-Mechanized		NA	NA	NA
Service Order Promotion - Electronic	*	NA	\$18.17	\$15.23
OSS Promotion (xDSL Loops)				
All DSL Loops, Excluding ISDN-DSL				
Statewide		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

California
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion				
Network Component	*	NA	\$28.15	\$12.05
Analog Line Port				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.				

*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).

AMENDMENT
TO THE INTERCONNECTION AGREEMENT

EFFECTIVE October 9, 2001

BETWEEN

PACIFIC BELL TELEPHONE COMPANY

AND

XO CALIFORNIA, INC. fka NEXTLINK CALIFORNIA, INC.

WHEREAS, Pacific Bell Telephone Company ("Pacific") and XO CALIFORNIA, INC. fka NEXTLINK CALIFORNIA, INC. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement ("the Agreement"), which became effective on March 1, 2000 ("the Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties now wish to amend the Agreement to incorporate specific language for DSL conditioning rates that was ordered by the California Public Utilities Commission ("CPUC") in Decision 99-11-050, issued November 18, 1999 and Decision 01-05-092, issued May 24, 2001 ("the Decisions"). In such Decisions, the CPUC established interim xDSL loop conditioning rates until such time as the CPUC adopts final cost-based costs and prices for xDSL loop conditioning.

WHEREAS, pursuant to ALJ Resolution 181, this filing will become effective thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended; the rates, however, shall be applicable upon filing of this Amendment.

NOW THEREFORE, the Parties agree as follows:

- I. Section 6.4.3 of Attachment DSL to the Agreement is hereby amended to replace the language currently set forth in such Section with the following language:

Pacific shall charge as nonrecurring conditioning charges (removal of repeaters, load coils and excessive bridge tap) for all DSL capable loops used to provide digital subscriber line service \$18.55 for the first loop. For each additional DSL conditioned loop on the same service order Pacific will charge \$12.67. This rate is interim subject to true-up pending adoption of final TELRIC based costs and prices for loop conditioning DSL service.
- II. All other terms of the Agreement will remain the same.
- III. The Parties acknowledge and agree that this Amendment incorporates certain xDSL loop conditioning rates into the Agreement that were ordered by the CPUC in Decision 99-11-050, issued November 18, 1999 and Decision 01-05-092, issued May 24, 2001 ("Decisions") and are being provided to CLEC solely as a result of such Decisions. The Parties further acknowledge and agree that the xDSL loop conditioning rates being provided pursuant to this Amendment are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decisions or otherwise affects such xDSL loop conditioning rates, either Party may, by providing written notice to the other Party, require that such rates be deleted or renegotiated, as applicable, in good faith and that this Agreement be amended accordingly. If

such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. Without waiving any rights,, the Parties further acknowledge and agree that neither Party shall seek to treat any aspect of this Amendment as portable under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) or any other applicable MFN Merger Conditions and the Parties acknowledge and agree that the terms of this Amendment are not available in any state other than California.

- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

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

PACIFIC BELL TELEPHONE COMPANY

XO CALIFORNIA, INC. fka NEXTLINK
CALIFORNIA, INC.

By: SBC Telecommunications, Inc.,
its authorized agent

By: 

By: OR Stanley

Print Name: Clark A. Carnes

Print Name: O. R. Stanley

 President - Industry Markets

Title: Vice President + General Manager

Date Signed: OCT 09 2001

Date Signed: 10.4.01

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Pacific Bell Telephone Company and XO California, Inc. do not waive any of its rights, remedies or arguments with respect to such decisions or proceedings or any remands thereof, or any other decisions or proceedings, including its right to seek legal review or a stay of any decisions or proceedings and its rights contained in the Interconnection Agreement.

INTERCONNECTION AGREEMENT

BETWEEN

NEXTLINK CALIFORNIA, INC.

AND

PACIFIC BELL

INTERCONNECTION AGREEMENT	5
RECITALS	5
DEFINITIONS.....	5
NETWORK INTERCONNECTION	12
Interconnection Within Each LATA.....	13
Single POI Model	13
Sizing and Structure of Interconnection Facilities.....	13
Trunking Directionality	14
Common Channel Signaling and Signaling Protocol	14
Local Interconnection Trunk Arrangements.....	15
Meet Point Trunking Arrangements	16
Combination Interconnection Trunk Groups.....	18
Control Office Functions	18
Testing and Trouble Responsibilities	19
Bilateral Agreements	19
Performance Standards and Measurements	20
Interconnection Forecasting.....	20
Interconnection Grade Of Service	21
Interconnection Deployment.....	21
Interconnection Trunk Servicing	21
Network Management.....	22
Tariffed Services.....	23
End User Repair Calls.....	23
Referral Services.....	23
NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS	23
NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY	24
EMERGENCY SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL COMPLETION SERVICES (E9-1-1, 0-).....	25
Emergency Services.....	25
Directory Assistance	26

Call Completion Service	27
WHITE PAGE DIRECTORY LISTINGS.....	27
NONDISCRIMINATORY ACCESS TO NUMBER RESOURCES.....	28
NUMBER PORTABILITY	28
Interim Number Portability	28
Permanent Number Portability	29
Requirements for INP and PNP	30
LOCAL DIALING PARITY	31
RECIPROCAL COMPENSATION ARRANGEMENTS.....	31
TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE	38
COLLOCATION AND MID SPAN MEETS	38
Physical Collocation	38
Shared Space Collocation	40
Microwave Collocation.....	41
POT Bay Engineering.....	52
Virtual Collocation	53
Mid-Span Meet Arrangements.....	53
MEET POINT BILLING ARRANGEMENTS	54
Data Format and Data Transfer.....	55
LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING.....	56
AUDIT PROCESS.....	58
AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES	58
Usage Sensitive Compensation.....	59
Billing and Collection Compensation.....	59
MOST FAVORABLE TERMS AND TREATMENT	59
DISPUTE RESOLUTION AND BINDING ARBITRATION	60
FORCE MAJEURE	61
REGULATORY DECISION.....	60
REGULATORY APPROVAL	61
INTEGRATION	61
TERM OF AGREEMENT.....	62
EFFECTIVE DATE.....	61

AMENDMENT OF AGREEMENT	61
LIMITATION OF LIABILITY	63
LIMITATION OF LIABILITY FOR ENVIRONMENTAL CONTAMINATION	62
INDEMNITY	63
ASSIGNMENT	64
CONTROLLING LAW	63
DEFAULT	63
NONDISCLOSURE	64
EXECUTION IN DUPLICATE	64
NOTICES.....	64
TERM FOR CERTAIN PROVISIONS.....	66
GENERAL RESPONSIBILITIES OF THE PARTIES.....	68
DISCLAIMER OF REPRESENTATIVES & WARRANTIES.....	69
INTELLECTUAL PROPERTY.....	69
MISCELLANEOUS.....	70
GOVERNMENT COMPLIANCE.....	72
NON-VOLUNTARY PROVISIONS.....	73
BONA FIDE REQUESTS.....	73

INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of this ____ day of _____, 2002, is between NEXTLINK California, Inc. ("CLEC"), a California corporation, and PACIFIC BELL ("Pacific"), a California corporation.

RECITALS

WHEREAS, a major purpose of the Telecommunications Act of 1996 ("the Act") is to permit and encourage the vigorous competition that provides widespread consumer choice and less government regulation in all segments of the telecommunications industry; and

WHEREAS, the most effective way to achieve this purpose is to eliminate any perceived or real market power possessed by some carriers; and

WHEREAS, this Agreement is intended to promote independent, facilities-based local exchange competition by encouraging the rapid and efficient interconnection of competing local exchange service networks; and

WHEREAS, the Parties seek to accomplish interconnection in a technically and economically efficient manner in accordance with all requirements of the Act; and

WHEREAS, Section 252 of the Act mandates good faith negotiations between incumbent Local Exchange Carriers and any telecommunications carrier requesting interconnection without regard to the standards set forth in subsections (b) and (c) Section 251 of the Act;

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, CLEC and Pacific hereby covenant and agree as set forth in this Agreement.

DEFINITIONS

1. "Antenna" means a sectorized radiator, no more than thirty (30) inches in diameter, with an external radio unit appended to it.
2. "Assured Links" are 2-wire analog voice grade Links that support analog transmission of 300-3000 Hz with loss no greater than 5.5db, dial repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the end user). This Link is commonly used for local dial tone service for business customers only.
3. "Automatic Number Identification" or "ANI" is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

4. "Basic Links" are 2-wire analog voice grade Links that support analog transmission of 300-3000 Hz with loss no greater than 8db, dial repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the end user). This Link is commonly used for local dial tone service for residence and business customers.
5. "Basic Rate ISDN capable Links" are 2-wire ISDN digital grade Links that support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel with a loss no greater than 38db. measured at 40,000 Hz with 135 ohms at the POI and at the MPOE.
6. "Busy Line Verification" or "BLV" refers to a service in which an end user requests an operator to confirm the busy status of a line.
7. "Busy Line Verification and Interrupt" or "BLVI" refers to a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
8. "Calling Party Number" or "CPN" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.
9. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are switches from which end user Exchange Services are directly connected and offered.

"Tandem Switches" which are switches that are used to connect and switch trunk circuits between and among Central Office Switches and IXC switches.

Central Office Switches may be employed as combination End Office/Tandem Switches.
10. "Centralized Message Distribution System" ("CMDS") is the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.
11. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
12. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
13. "Combination" shall have the meaning set forth in 47 C.F.R. Section 51.35.

14. "Combination Interconnection Trunk Group" means a trunk group that combines local interconnection traffic and traffic from jointly provided Switched Access service.
15. "Commission" means the California Public Utilities Commission.
16. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network presently used by telecommunications carriers.
17. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements. There may be more than one such point of contact.
18. "Cross Connect" means an intra-wire center channel connecting separate pieces of telecommunications equipment.
19. "DSX Panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
20. "Digital Signal Level 1" or "DS-1" is a digital signal rate of 1.544 Megabits Per Second ("Mbps") first-level signal in the time-division multiplex hierarchy.
21. "Digital Signal Level 3" or "DS-3" is a digital signal rate of 44.736 Mbps third-level in the time-division multiplex hierarchy.
22. "Digital Signal Level 0" or "DS-0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
23. "EISCC" (Expanded Interconnection Service Cross Connect) refers to the connection between the collocation point of termination ("POT Bay") and the unbundled Network Element or interconnection point to a switched or dedicated arrangement or service in Pacific's network.
24. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
25. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.
26. "Exchange Service" means telephone exchange service as defined in the Act..
27. "FCC" means the Federal Communications Commission.

28. "Interconnection" is as defined in the Act.
29. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
30. "Interim Number Portability" or "INP" means the delivery of SPNP capabilities through the use of switch-based call routing. INP arrangements cannot support certain CLASS features.
31. "ISDN" means Integrated Services Digital Network, which is a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice and/or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.
32. "LATA" or "Local Access Transport Area" is as defined in the Act.
33. "Link" is a component of an Exchange Service. For purposes of general illustration, the Link is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Pacific Wire Center, to a demarcation or connector block in/at a customer's premises.
34. "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
35. "Local Exchange Routing Guide" or "LERG" is a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
36. "Local Exchange Traffic" means traffic originated on the network of a LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, including intraLATA toll traffic and traffic originated to or terminated from LECs not party to this Agreement. Local Exchange Traffic does not include traffic that is routed to or terminated from the network of an IXC.
37. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using the Bellcore Technical Reference GR-317, as well as WSP traffic, using the appropriate technical references.
38. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for

the billing of an access service provided by two or more LECs or by one LEC in two or more states within a single LATA.

39. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
40. "Meet Point Billing" refers to a billing arrangement used when two LECs jointly provide a Switched Access service over Meet Point Trunks, with each LEC receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the LECs will decide whether a single bill or multiple bill will be sent.
41. "Meet Point Trunks/Trunk Groups" are used for the joint provision of Switched Access services, utilizing the Bellcore Technical Reference GR-394.
42. "Mid Span Meet" is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for its portion of the transmission facility.
43. "NANP" means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
44. "Network Element" is as defined in the Act and as used herein has the same meaning as "Unbundled Network Element".
45. "Network Element Bona Fide Request" ("BFR") or Interconnection and Network Element Request ("INER") means the process described in Appendix UNE, which prescribes the terms and conditions thereof. This process relates to a Party's request that the other Party provide a Network Element.
46. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.

47. "NXX", "NXX Code" or "Central Office Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
48. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance, BLV/BLVI, 900, 976, transiting calls from other LECs, WSP traffic and interLATA Switched Access calls are not included in the calculation of PLU.
49. "Permanent Number Portability" or "PNP" means the delivery of SPNP capabilities through the use of call routing and addressing capabilities using new database queries, without impairment of quality, reliability, or convenience. PNP arrangements will be designed to support all CLASS features.
50. "Point of Interconnection" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection. POIs may include a number of different technologies and/or technical interfaces based on the Parties' mutual agreement.
51. "Physical Collocation" means the physical placement of equipment of one LEC, necessary for interconnection or access to unbundled Network Elements, at the Wire Center of the other LEC. It is an interconnection architecture in which the collocated carrier extends network transmission facilities to a collocation space, with access on a seven days a week, 24 hours a day basis, within a Wire Center in the network of a second carrier.
52. "Port" means a component of an Exchange Service; for purposes of general illustration, the Port includes a line card and associated peripheral equipment on an end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address.
53. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services.
54. "Rating Point" is the geographical location described by the V&H coordinates associated with the NPA-NXX for rating purposes.
55. "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched

Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.

56. "Service Control Point" or "SCP" is the node in the CCS network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
57. "Service Provider Number Portability" or "SPNP" means the ability of users of telecommunications services to retain existing telephone numbers when switching from one LEC to another but remaining in the same geographic area.
58. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.
59. "Switched Access" service means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
60. * "Switch" means a switching or packet routing device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to end office Switches, tandem Switches, access tandem Switches, and remote switching modules. Switches may be employed as a combination of end office/tandem Switches. In no event may CLEC use this definition to assert that it should receive tandem reciprocal compensation from Pacific.¹
61. "T-1/DS1 (4-Wire) Capable Links" are Links that will support full duplex transmission of serial data at 1.544 Mbps.
62. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
63. "Trunk-Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for

¹ Nothing in this definition is intended to conflict with the 13 State Amendment Superseding certain Reciprocal Compensation, Interconnection and Trunking Terms executed on October 24, 2001 between the SBC ILECs and XO ("the Reciprocal Compensation Amendment"). In the event of a conflict between this definition and the Reciprocal Compensation Amendment, the Amendment shall prevail.

example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

- 64. "Virtual Collocation" means a collocation arrangement in which the collocator's facilities are terminated into a Wire Center of a LEC and are connected to LEC facilities that are provided and maintained by the LEC on behalf of the collocator for the primary purpose of interconnecting the collocator's facilities to the facilities of the LEC.
- 65. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located.
- 66. "Wireless Service Provider" or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") (e.g., cellular service provider, Personal Communications Services provider or paging service provider).
- 67. "xDSL" refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service.
- 68. "Remote Terminal" or "RT" means a controlled environmental vault, hut, cabinet, which may or may not contain fiber-fed Digital Loop Carrier ("DLC") equipment.
- 69. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 70. Unbundled Network Element is defined in the Act. When used herein, the terms Network Element, UNE and network element all have the meaning of Unbundled Network Element.

I. NETWORK INTERCONNECTION [the Act, Section 271(c)(2)(B)(i)]

Compensation terms for services described in this Section are set forth in the Reciprocal Compensation Section below.

This Section describes the interconnection of the facilities and equipment of CLEC and Pacific for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service.

A. Interconnection Within Each LATA

Unless otherwise agreed and specified in Appendix A, the Parties will interconnect with each and every access tandem in the LATA(s) in which the Parties originate traffic. In addition, unless otherwise described in Appendix A, neither Party may route Local Interconnection Traffic to the other Party's access tandem if such traffic is destined for an NXX which subtends another tandem. In addition to the tandem interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office. Such additional Local Interconnection Trunk Groups will be identified in Appendix A or amendments thereto.

The Parties agree that in multi-tandem LATAs (i.e., LATAs where the tandem Party operates more than one access tandem) a LATA-wide terminating arrangement may be selected. Under such an arrangement, interconnection is established at a single tandem designated by the tandem Party for termination of all Local Exchange Traffic destined for any end office that subtends one of the access tandems operated by the tandem Party.

The Parties may interconnect their networks through existing and/or new facilities between their respective switches. The CLEC switch, if any, the CLEC routing point (if any), the POI and Pacific's switch will be listed for each interconnection. A table of such interconnections is attached as Appendix A and is incorporated herein by reference. Amendments to Appendix A may be made by either Party, upon 30 days written notice and acceptance by the other Party. Acceptance will not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Agreement.

B. Single POI Model

Interconnection for each trunk group between pairs of the Parties' switches and/or routing points for the exchange of local and intraLATA toll and jointly provided Switched Access traffic shall be at a single POI.

CLEC will be responsible for engineering its network on its side of the POI frame. Pacific will be responsible for engineering the POI frame (if any) and its network on its side of the POI frame.

C. Sizing and Structure of Interconnection Facilities

The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, except as modified below.

When interconnecting at Pacific's tandems, the Parties agree to establish Bipolar Zero Substitution Extended Super Frame ("B8ZS ESF") two-way trunks where technically feasible for the sole purpose of transmitting 64Kbps Clear Channel Capability ("CCC") data calls between them. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, LEC, or Pacific internal customer demand for 64Kbps CCC trunks.

When interconnecting at Pacific's digital End Offices, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

All interconnection facilities between the Parties will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

D. Trunking Directionality.

Local Interconnection Trunk Groups, Meet Point Trunk Groups and Combined Interconnection Trunk Groups will be installed as two-way trunk groups. Separate two-way FGD trunks will be established for Switched Access traffic where one of the Parties is operating as an IXC and such arrangements are specifically excluded. Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis.

E. Common Channel Signaling and Signaling Protocol

The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks and access to databases such as 800 and Line Information Data Base ("LIDB"), where CLEC requests such access from Pacific. CLEC may establish CCS interconnections with Pacific either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based

features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters, as may be deployed by either Party for its use, will be provided, including CPN. Neither Party will be required by the other Party to deploy any CCS signaling parameters not already deployed within its network. All privacy indicators will be honored.

F. Local Interconnection Trunk Arrangements

1. Where a LATA-wide terminating option is selected, the Parties shall deliver to the designated LATA-wide tandem only those publicly-dialable NPA-NXX codes which subtend either the designated tandem or one of the other tandems in that LATA operated by the LATA-wide provider.
2. Unless otherwise agreed as in Section I.F.1, above, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an access tandem only for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those WSPs that directly subtend the access tandem.
3. Where end office trunking is used, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an end office only for those publicly-dialable NPA NXX codes served by that end office.
4. With respect to the interconnection provided for in Sections I.F.1 - I.F.3, above, the source for the routing instructions shall be the LERG, except as specified in Appendix A. In any case, Pacific will not be required to route calls destined to CLEC NXXs via another LEC tandem.
5. Where either Party delivers over the Local Interconnection Trunk Group miscellaneous calls (*i.e.*, time, weather, NPA-555, Busy Line Verify/Interrupt, 976, California 900, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
6. Either Party may terminate Directory Assistance calls over the Local Interconnection Trunk Groups using NPA-555 routing.
7. Toll Free Service calls will be routed over Meet Point Trunks unless the end office Party performs the SSP function and the 800 SCP returns an intraLATA POTS-routable number and a CIC of 110. In such a case, these calls will be routed over the Local Interconnection Trunk Groups, if the POTS-routable number returned is located in one of the Party's networks.

8. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.
9. N11 codes (i.e., 411, 611, 911) shall not be sent between the Parties' networks over the Local Interconnection Trunk Groups.
10. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

G. Meet Point Trunking Arrangements

1. In meet point trunking arrangements, either Party can provide the tandem transport and switching functions and either Party may use Meet Point Trunks to send and receive Feature Group B and D ("FGB" and "FGD") calls from Switched Access customers who are connected to the other Party's access tandem. Switched Access customers will direct which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties.
2. Two-way trunks will be established to enable CLEC and Pacific to jointly provide FGB and FGD Switched Access services.
3. The Parties will use facilities and two-way trunk groups separate from the Local Interconnection Trunk Groups for Meet Point Trunks (unless Combination Interconnection Trunk Groups are used as described below). Where separate facilities are used for Meet Point Trunks, neither Party will charge the other Party for these facilities, including multiplexing and Cross Connects.
4. In the case of Switched Access services provided through either Party's access tandem, neither Party will offer blocking capability for Switched Access customer traffic delivered to the other Party's tandem for completion on that Party's network. Neither Party shall have any responsibility to ensure that any Switched Access customer will accept traffic the other Party directs to the Switched Access customer.
5. The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office where such connection exists and is available. Where no end office connection exists or is available, traffic received from Switched Access customers shall in all cases be sent to the other Party's tandem under which the end office is homed.

Traffic sent to Switched Access customers shall in all cases be routed from the end office through only one tandem of either Party to the Switched Access customer. The Parties understand and agree that the Switched Access customer may select which Party's access tandem is used for traffic sent to the Switched Access customer. Proof of such selection shall be in the form of ASRs from the Switched Access customer.

6. The Parties will provide all CCS signaling including, but not limited to, Charge Number and originating line information ("OLI"). For terminating FGD, either Party will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection ("TNS") parameter (CCS environment) and CIC/OZZ information (non-CCS environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where CIC/OZZ or TNS information has not been provided to the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will make reasonable efforts to obtain any necessary CIC/OZZ codes directly from Switched Access customers who use such codes. The Parties will follow all OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.
7. CCS shall be used in conjunction with Meet Point Trunks, except multifrequency ("MF") signaling must be used on a separate Meet Point Trunk Group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. For terminating FGD access from Switched Access customers that use MF FGD, the tandem Party will, as a first choice, complete those calls to the end office provider over the CCS Meet Point Trunk Group. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
8. All originating Toll Free Service calls for which the end office Party requests that the tandem Party perform the SSP function (e.g., perform the database query) shall be delivered to the tandem Party using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
9. All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by the end office Party using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend the tandem or the designated LATA-wide tandem to which the calls are delivered.

10. Originating Feature Group B calls delivered to either Party's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving access tandem.

H. Combination Interconnection Trunk Groups

1. The Parties agree to work cooperatively to combine all functionalities of Local Interconnection Trunk Groups and Meet Point Trunk Groups on a single Combination Interconnection Trunk Group at any feasible point of interconnection where either Party desires, except in connection with the LATA-wide terminating option.
2. The initial decision as to whether the use of Combination Interconnection Trunk Groups is feasible, including a determination of switched software compatibility, ordering procedures and billing procedures, will be made no later than four months from the effective date of this Agreement.
3. If the use of Combination Interconnection Trunk Groups is found to be not feasible at that time, a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups will occur at six month intervals at either Party's option through the term of the Agreement.
4. At the time that the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:
 - a. any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
 - b. the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunks and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within 6 months from that time. There shall be no charges by either Party for this conversion.

I. Control Office Functions

The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

The end office Party is responsible for all Control Office functions for the Meet Point Trunks and Trunk Groups, and shall be responsible for the overall

coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

J. Testing and Trouble Responsibilities

CLEC and Pacific shall:

1. Cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
3. Notify each other when there is any change affecting the service requested, including the due date.
4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
6. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
7. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
8. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
9. Based on the trunking architecture, mutual tests for system assurance for the proper recording of AMA records in each company's switch must be in place. These tests are repeatable on demand by either Party upon reasonable notice.

K. Bilateral Agreements

The Parties shall implement within 180 days of the effective date of this Agreement, a bilateral agreement regarding the technical and operational interfaces and procedures that are set forth in Appendix B.

L. Performance Standards and Measurements

The Parties have agreed to certain performance standards and measurements which are attached to this Agreement as Appendix C.

M. Interconnection Forecasting

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than twice per year.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Such forecasts shall be nonbinding on the Parties. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Intercompany forecast information must be provided by the Parties to each other on a semi-annual basis. The semi-annual forecasts shall include:
 - a. Yearly forecasted trunk quantities shall include:
 - (1) Tandem Local Interconnection and Meet Point Trunks;
 - (2) Tandem-subtending Local Interconnection and end office equivalent Meet Point Trunk requirements; and
 - (3) Direct end office Local Interconnection Trunks
 - b. For a minimum of three (current and plus-1 and plus-2) years;
 - c. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - d. A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following six months. Where either Party plans to terminate traffic of other LECs over Local Interconnection Trunk Groups, the Parties will jointly plan for the effects on their networks. This planning will include the issues of network capacity, forecasting and compensation calculation (including verification of PLU).

3. If differences in the semi annual forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the companies shall meet to reconcile the forecast to within 24 DS0 trunks.
4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity unless otherwise agreed. In all cases, a probability of blocking equal to that specified below in Subsection N shall be maintained.
5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

N. Interconnection Grade Of Service

A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

O. Interconnection Deployment

The Parties agree to develop and implement engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional Local Interconnection Trunk Groups and Meet Point Trunk Groups. The Parties agree to establish these additional Local Interconnection Trunks and Meet Point Trunks, subject to the availability of facilities and trunk equipment, as soon as the actual or projected traffic volumes between any two switches or Routing Points reaches a total volume equivalent to 225,000 minutes of use or more per month for a period of two consecutive months. However, the Parties may choose not to establish these trunks only by mutual agreement.

P. Interconnection Trunk Servicing

Orders from CLEC to Pacific to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") using Pacific's CESAR electronic ordering interface as the means of transmitting such orders. The Parties agree to cooperate in the establishment of Network Data Mover ("NDM") capability to exchange orders.

As discussed in this Agreement, both Parties will jointly manage the capacity of all interconnection trunk groups. Pacific's Circuit Provisioning Assignment

Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to CLEC or its designee by mail or facsimile to trigger changes Pacific desires to the interconnection trunk groups based on Pacific's capacity assessment. CLEC will issue an ISR to Pacific's Local Interconnection Service Center ("LISC"):

1. within 10 business days after receipt of the TGSR, upon review of and in response to Pacific's TGSR, or
2. at any time as a result of CLEC's own capacity management assessment, to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Pacific's Switched Access service.

Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. In this context, major projects are those that require the coordination and execution of multiple orders or related activities between and among the Parties' work groups, including but not limited to the initial establishment of Local Interconnection, Combination Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

Q. Network Management

1. Protective Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
4. High Volume Calling Trunk Groups. CLEC and Pacific shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

R. Tariffed Services

Either Party may opt at any time to terminate to the other Party some or all of its traffic via any tariffed service offered by the other Party (within the terms of the other Party's tariff), or any service governed by a contract (within the terms of the contract) between the two Parties. Any such rearrangements resulting from such election shall require appropriate notification to the other Party, joint planning, forecasting and project management.

S. End User Repair Calls

The Parties will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus. In the case of misdirected repair calls, the called Party shall refer the caller to the correct party, Neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications, beyond the direct referral (if any) to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.

T. Referral Services

When an end user customer changes from Pacific to CLEC, or from CLEC to Pacific, and does not retain its original telephone number, and the end user customer (or the customer's new provider on behalf of the customer) requests provision of a referral announcement, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this customer. This announcement will be provided for the standard period specified in each Party's exchange service tariff in effect as of the date this Agreement is executed. There will be no charge for this service during the first three year term of this Agreement. After that three year term ends, the service will be provided at tariffed rates, if any, unless otherwise agreed by the Parties.

II. NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS [the Act Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)]

- A. Pursuant to Appendix UNE, which is attached hereto and made a part hereof, PACIFIC will provide CLEC access to Unbundled Network Elements for the provision of local switched telecommunication service to its Customers as required by Sections 251 and 252 of the Act and in compliance with all applicable state and federal orders, rules and regulations.
- B. Billing and Payment. Pacific will bill and CLEC will pay Link Service bills in accordance with Pacific's billing, bill dispute resolution, late payment charges

and disconnection for nonpayment requirements as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.

III. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY [the Act Section 271(c)(2)(B)(iii)]

- A. Each Party will provide the other Party access to its poles, ducts, conduits in, on or under public and private rights-of-way and property and to the rights-of-way themselves on rates, terms and conditions that are consistent with 47 U.S.C. §224 and that are no less favorable than the rates, terms and conditions available to any competing provider of telecommunications services. Pacific shall impute to its own costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an amount equal to the pole attachment rate for which Pacific (or such affiliate, subsidiary, or associated company) would be liable under 47 U.S.C. § 224.
- B. Whenever either Party inquires of the other in writing whether it intends to construct new poles, duct, or conduit or to acquire additional right-of-way, the other Party shall respond within 30 days of receipt of such inquiry to the other Party of such intention. Any entity, including the Parties to this Agreement, that adds an attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such new pole, duct, conduit, or right-of-way accessible.
- C. Whenever either Party intends to modify or alter its pole, duct, conduit, or right-of-way, in or on which the other Party shares or has an existing attachment, it shall provide written notification of such action to the other Party so that the other Party may have a reasonable opportunity to add to or modify its existing attachment. The notified Party, if it adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the other Party in making such pole, duct, conduit, or right-of-way accessible.
- D. Whenever either Pacific or CLEC obtains an attachment to a pole, duct, conduit or right-of-way of the other Party, it shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit or right-of-way).
- E. To obtain access to poles, ducts, conduits and rights-of-way as described above CLEC must execute a separate Structure License Agreement with Pacific. Upon request of CLEC, Pacific shall provide to CLEC the names and numbers of the regional Single Points of Contact (SPOCs) for administering all structure licensing and ROW agreements within each defined geographical area.

IV. EMERGENCY SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL COMPLETION SERVICES (E9-1-1, 0-) [the Act Section 271(c)(2)(B)(vii)]

A. Emergency Services.

1. Each Party will cooperate to ensure the seamless operation of emergency call networks, including E9-1-1 and 0- emergency calls.
2. Except as otherwise specified in this Agreement, Pacific will provide any of the services discussed in this Section in accordance with the rates, terms and conditions of its tariffs.
3. Pacific will permit CLEC to interconnect to the Pacific E9-1-1 tandems which serve the areas in which CLEC provides exchange services so that CLEC's customers may place calls to Public Safety Answering Points ("PSAPs") by dialing 911.
4. CLEC and Pacific will work cooperatively, including where necessary, meeting with PSAP operators and/or state, county and municipal government officials, to explain CLEC's interconnection with the Public Safety emergency network.
5. Pacific will not use information obtained from CLEC in connection with establishing and maintaining the E9-1-1 databases for any purpose not directly associated with the operation of the Public Safety emergency network.
6. Pacific, as operator of the Automatic Location Identifier ("ALI") database will maintain processes and procedures to receive and process CLEC customer information within two business days. Pacific will maintain an electronic interface process to permit CLEC to electronically update the ALI database with CLEC subscriber information at no charge. The Parties further agree to work in industry fora, such as the National Emergency Numbering Association ("NENA"), to establish an industry standard format for transfer of E-9-1-1 customer records.
7. Two times a year, Pacific will provide to CLEC (upon CLEC's request), at no charge, copies of the current Master Street Address Guides ("MSAGs"), in paper form or on magnetic tape, for the counties in which CLEC provides Exchange Service.
8. Upon request of CLEC, Pacific will provide CLEC with the ten-digit subscriber number for each PSAP which sub-tends each Pacific E9-1-1 tandem to which CLEC is interconnected so that CLEC or its Operator Services contractor may transfer 0- calls to the PSAP. CLEC agrees to hold this information in confidence and will use the information solely for

the purpose of routing 0- calls from the CLEC Operator Services platform to the PSAPs. In addition, Pacific agrees to provide CLEC with updates to this information in the same time frame and manner in which that information is provided to Pacific's Operator Services work centers.

B. Directory Assistance.

1. Either Party may terminate Directory Assistance calls over the Local Interconnection Trunk Groups.
2. The Parties agree that CLEC will provide to Pacific, via Pacific's electronic gateway, subscriber information to be input into Pacific's Directory Assistance databases. There shall be no charge to CLEC for the use of Pacific's electronic gateway used for the delivery of such information. Additionally, Pacific agrees to include these standard directory listings in its Directory Assistance databases at no charge to CLEC or its customers within the same number of business days from receipt of the data from CLEC as it takes Pacific to include its own customer information in such databases, according to the rules and provisions of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.
3. Pacific will accord CLEC's directory listings information including nonpublished information the same level of confidentiality which Pacific accords its own directory listing information
4. Pacific shall ensure that access to CLEC's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing or publishing of listings, directory publication or directory delivery.
5. Pacific will not use CLEC directory listings for any marketing purpose except for the marketing and sale of directory advertising by its directory subsidiary.
6. Pacific agrees to provide CLEC's non-published directory records the same protection accorded Pacific's non-published directory records with respect to the sale of directory listings to third parties.
7. The Parties agree Pacific will maintain in its electronic gateway the ability for CLEC to ensure the formatting accuracy of the information it transmits to Pacific for inclusion in the Directory Assistance database. Listing format errors will be returned to CLEC for correction and a total count of listings received and accepted will also be transmitted. The Parties will work cooperatively through OBF or other industry groups to further define standards for transmittal of directory listing information.

8. Nothing herein shall be deemed to prevent CLEC from publishing its own directory or providing directory services making use of the non-confidential information provided hereunder by Pacific.

C. Call Completion Service

1. The Parties will complete operator-assisted calls to each other's networks using Local Interconnection Trunks.
2. At CLEC's request, in conjunction with the provision of unbranded directory assistance service to CLEC, Pacific will provide DA Call Completion Service (which is comparable in every way to the DA Call Completion Service Pacific makes available to its own end users) in those areas where DA Call Completion Service is generally available and where facilities permit.

V. WHITE PAGE DIRECTORY LISTINGS [the Act, Section 271(c)(2)(B)(viii)]

- A. Directory listings refer to end user name, address and telephone number data in Directory Assistance databases and/or all appropriate White Pages directories. Pacific agrees to provide a standard directory listing free of charge to each end user customer of CLEC according to the rules and provisions of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.3.
- B. Pacific will make available its electronic interface for the submission of the customer information from CLEC. The Parties agree to work within the national standards fora, such as the OBF, to modify such interface as standards are adopted.
- C. The Parties agree that CLEC shall have the opportunity to have customer service pages published in the White Pages sections of Pacific's Directories in those areas where CLEC provides Exchange Service. These pages are found in the Customer Guide section of the Directory and provide CLEC's customer service information, including phone numbers. A maximum of two pages will be provided without charge to CLEC. Pages in excess of two will be charged by Pacific in accordance with the nondiscriminatory rates of its Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.2.
- D. The Parties further agree that the provision of customer listings information to Pacific is solely for the sale of listings or advertising services, inclusion in the Directory Assistance database and/or White Pages, and for the purpose of directory delivery. This information shall be given only to those employees of Pacific and Pacific Bell Directory who are involved in the sale of these services, and shall in no way be shared with the sales and marketing employees of Pacific's telephone operations.

- E. The Parties agree that, upon CLEC's request, the NXX codes of all LECs shall be commingled in the section of the Customer Service Pages where calling areas are defined. No differentiation or segregation of CLEC's codes shall occur.
- F. The Parties agree that CLEC's end user customer listings will be commingled with the end user customer listings of Pacific.
- G. Pacific will not include Subscriber List Information of published CLEC local exchange customers in Pacific's Telephone Directory Reproduction Rights Service, unless CLEC authorizes release of its Subscriber List Information to independent directory publications.

VI. NONDISCRIMINATORY ACCESS TO NUMBER RESOURCES [the Act, Section 271(c)(2)(B)(ix)]

- A. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines.
- B. Pacific, where it functions as Number Administrator, will assign NXX codes to CLEC, according to those Guidelines, on a basis no less favorable than that on which Pacific assigns codes to itself or to any other entity. So long as Pacific acts as the Number Administrator, the Parties agree that these Number Administrator functions will be provided without charge.
- C. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Pacific nor CLEC shall charge each other for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes.
- D. The Parties will each be responsible for the electronic input of their respective number assignment information into the LERG.

VII. NUMBER PORTABILITY [the Act, Section 271(2)(c)(B)(xi)]

- A. Interim Number Portability.
 - 1. Until the Parties implement the provisions of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 ("FCC Number Portability Order"), CLEC and Pacific shall provide remote call forwarding functionality, or other INP capabilities, to each other pursuant to the terms and rates of the tariff filed by Pacific. The remote call forwarding functionality is identified in Pacific's tariff as Directory Number Call Forwarding ("DNCF").

2. In the event that either Party elects to use a DNCF-like INP service and until the Parties implement the provisions of the FCC Number Portability Order, with regard to the division of Switched Access revenues associated with INP, the Party forwarding the calls to the other Party over the INP arrangement shall pay the other Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. The payment shall be made based on the total number of lines included in the same hunting arrangement as the INP number. Partial months will be paid on a prorated basis and such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and reciprocal compensation that would have been received by each Party if PNP had been in effect.
3. DNCF-like INP calls will be delivered over Local Interconnection Trunk Groups.

B. Permanent Number Portability.

1. The Parties agree to implement PNP, in compliance with FCC or Commission orders and pursuant to Publ-780050-PB/NB, Pacific Bell Local Number Portability Network Interface Specifications.
2. Both Parties agree to release ported telephone line numbers back to the original carrier assigned an NXX in the LERG when they “become vacant” (i.e., when they are no longer in service for the original customer), and any applicable referral/intercept period has expired. The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers.
3. Except as otherwise agreed by the Parties, to the extent that a query is performed or required to be performed, each Party will make arrangements to perform its own queries for PNP calls. To the extent that a LTNP database query is performed or required to be performed, each Party will perform queries on a N-1 basis, where N is the entity terminating the call to the end user. For interLATA carrier calls, the interLATA carrier will perform the query even if that carrier is also the carrier terminating the call to the end user. In keeping with the Network Reliability Council recommendations to protect general network failures from propagating from one network to another and in the case of failure in Pacific’s or CLEC’s network which would prevent the querying of LTNP calls, the Party experiencing the failure will prevent the delivery of those unqueried calls to the other Party’s network via default routing, except

under prior agreement. Pacific and CLEC reserve the right to block default routed calls incoming to its network in the event of a significant network failure in order to protect the public switched network from overload, congestion, or failure propagation.

4. Upon request, the porting party shall provide the Ported-to Party with credit status for the Ported-to Party's subscribers whose numbers are porting.
5. Except as agreed herein, each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
6. The Parties agree that Service Provider number portability using PNP is limited to Pacific's wire center boundaries. Users who change their physical address location within that wire center will be able to retain the porting of their existing telephone numbers.

C. Requirements for INP and PNP

1. Cut-Over Process

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This may include, but not be limited to, the porting party promptly updating its network element translations following notification by the industry service management system, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. The Parties agree to comply with such industry guidelines as may be established for the cut-over process.

2. Testing

Both Parties shall cooperate in conducting testing to ensure interoperability between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this agreement.

3. Non-Geographical Numbers

Neither party shall be required to provide number portability for non-geographic services (i.e., 500, 700 and 900 service access codes (SACS), and similar services) under this Agreement.

4. Engineering And Maintenance

Both Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by the other Party to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement. For subscribers ported by INP using DNCF the ported-to Party shall perform appropriate testing to isolate trouble prior to referring repair requests to the porting Party. For subscribers ported by PNP, trouble shooting by the porting Party shall generally involve verification that a proper location routing number has been entered into the system, and other trouble shooting as may be established in industry guidelines.

5. Treatment Of Telephone Line Number Based Calling Cards

- a. Pacific shall remove from its line information data base (LIDB) all existing Pacific issued telephone line number (TLN)-based card numbers issued to a customer, when that customer ports the associated telephone numbers to CLEC.
- b. Pacific shall continue to allow CLEC access to its LIDB. Other LIDB provisions are specified in this agreement.

VIII. LOCAL DIALING PARITY [the Act, Section 271(c)(2)(B)(xii)]

- A. The Parties agree that they will provide local dialing parity to each other and will permit each other to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listings, with no unreasonable dialing delays. In addition, Pacific agrees that it will provide nondiscriminatory access to such services or information as is necessary to allow CLEC to implement local dialing parity in accordance with the requirements of Section 251(b)(3) of the Act.
- B. For Local Exchange Traffic between the Parties, neither Party's end user customers shall be required to dial any access codes or other special or extra digits to reach the end user customers of the other Party.

IX. RECIPROCAL COMPENSATION ARRANGEMENTS [the Act, Section 271(c)(2)(B)(xiii)]

- A. The following describes the arrangement between the Parties for compensation for facilities established to transport Local Exchange Traffic between the Parties.

The Parties agree to the following terms based on consideration of the generally balanced use of the Parties' respective facilities for interconnection. Such consideration is based on relative facility length and capacity provided to each other, determined by the comparison of facility deployment behind the POIs associated with CLEC's collocation arrangements and Pacific's network.

1. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, Pacific will pay a monthly charge for the facility, cross connect, and multiplexing, if any, equal to one point of termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to CLEC's tariff, in addition to the Switched Access elements, if any, below. Pacific may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.
2. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement other than in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, CLEC will pay a monthly charge to Pacific for the facility, cross connect, and multiplexing, if any, equal to one point of termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to Pacific's tariff, in addition to the Switched Access elements, if any, above. CLEC may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.
3. Where the POI for the Local Interconnection Trunk Group is at a Mid Span Meet, there shall be no compensation between the Parties for the local interconnection facilities used.
4. Whether or not the POI for the Local Interconnection trunk group is in a different wire center or the same wire center as the Pacific access tandem where the Local Interconnection trunk group terminates, CLEC will only pay the monthly charge described in this paragraph for the facility from the POI to the Pacific Bell access tandem where the Local Interconnection trunk group terminates. This monthly charge for the facility is equal to either the DS-1 (per DS-1 used for Local Interconnection trunks) or DS-3 (per DS-3 used for Local Interconnection trunks) Entrance Facility charge as found in Pacific's CPUC 175-T, Section 6.8.2.A (2) or (3) for the

Entrance Facility between the POI and the associated Pacific serving wire center.

5. CLEC will not pay any non-recurring charges for initial installation or subsequent rearrangements of the facility, nor will CLEC pay Direct-Trunked Transport charges or other charges for any portion of the facility beyond the circuits between the POI and the associated Pacific serving wire center. This charge is in additions to the Switched Access rate elements in Paragraph IX.B.1.b. CLEC may, at its option, choose to pay Pacific either the applicable tariffed DS-1 rates for those DS-1 (s) used for Local Interconnection trunks in a DS-3 facility or the DS-3 rate for DS-3 facilities used for Local Interconnection trunks between the Parties.

B. The following describes the compensation arrangements for transport and termination of Local Exchange Traffic between the Parties:

1. The following compensation rates shall apply for traffic carried from CLEC to Pacific:

a). Local calls

For all local traffic (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2, Extended Area Service and ZUM Zone 3), the Parties agree to "Bill and Keep" compensation (i.e., mutual traffic exchange without explicit compensation).

This rate structure shall remain in place until one year after PNP is implemented throughout those LATAs in which the Parties both operate. The Parties agree to renegotiate this rate structure in that time frame in accordance with the compensation structure set forth in Section 252(d) of the Act, provided that such negotiations will be completed by the end of one year after PNP is implemented throughout those LATAs in which the Parties both operate. During the renegotiation process, either Party may seek arbitration.

b) Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below.

For all toll calls, the following rate elements shall apply:

- (1) Local switching - per minute of use as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.3(A) with the following sub-elements:

- Set-up (per call); and
 - Minutes of use;
- (2) Network Interconnection Charge - per minute of use as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2(D).

Additionally, where such calls are routed through Pacific's tandem, the following elements shall apply:

- (3) Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2(C):
- Fixed - per minute of use.
 - Variable - per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI where the Local Interconnection Trunk Group terminates and the Pacific end office.
- (4) Tandem switching - per minute of use

Additionally, when the LATA-wide terminating option is selected, an additional tandem switching and tandem switched transport-fixed per minute of use rate element shall apply to all calls terminated through this arrangement. Tandem switched transport-variable mileage will be calculated as set forth in subsection C.1.b(3), above.

- c). CLEC shall pay a transit rate equal to the Tandem Switching rate plus two times the Common Transport rate element as specified in the Price List (currently equal to \$.00226 per minute) when CLEC uses a Pacific access tandem to originate a call to a third party LEC, another CLC, a WSP or another CLC end office. If Pacific enters into an interconnection agreement with another LEC that provides for a transit rate lower than \$.00226, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If CLEC receives a call through Pacific's access tandem that originates from another LEC, CLEC will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll. CLEC will establish appropriate billing relationships directly with the other LEC, CLC or WSP.
- d) When CLEC uses a Pacific access tandem to transit a toll call to another LEC end office, and that LEC is a member of the

California Toll Pool ("Pooling LEC"), Pacific will bill, and CLEC will pay, Pacific's local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a CLEC NXX, CLEC will bill and Pacific will pay, CLEC local switching and local transport rates as if the call originated from a Pacific end office.

2. The following compensation rates shall apply for traffic carried from Pacific to CLEC:

a) Local calls

For all local traffic (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2, Extended Area Service and ZUM Zone 3), the Parties agree to mutual traffic exchange without explicit compensation.

b) Toll Rate

Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below.

For all toll calls, the following rate elements shall apply:

- (1) Local switching - including associated sub-elements (e.g., set-up (per call) and minutes of use);

Additionally, where such calls are routed through CLEC's tandem (as designated in Appendix A), the following elements shall apply:

- (2) Tandem switched transport (e.g., fixed - per minute of use and variable - per mile per minute of use). Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI where the Local Interconnection Trunk Group terminates and the CLEC end office; and

- (3) Tandem switching - per minute of use.

The applicable rates for the above elements will be filed in CLEC's Cal.P.U.C. tariff within 30 days of the execution of this Agreement.

- c) Pacific shall pay a transit rate equal to the rates set in the first two sentences of subsection B.1.c., above, when

Pacific uses an CLEC switch to originate a call to a third party LEC, another CLC, a WSP or another Pacific Central Office.

- C. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in subsection B, above, as well as any applicable database query charge set forth in that Party's tariff, shall be charged by the Party originating the call rather than the Party terminating the call. The Parties agree to exchange originating EMR records for intraLATA Toll Free Service calls provided by one of the Parties.
- D. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The Parties agree that end-office terminated interconnection may require exchange of originating EMR records. The Parties agree to exchange EMR records where such terminating records are not available. These records, whether developed within each Party's network or exchanged between the Parties, shall form the sole basis for each Party to generate bills to the other Party. The Parties agree to exchange these records at no charge.
- E. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- F. Each Party will provide to the other, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:
 - 1. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, and
 - 2. PLU.
- G. Late payment charges for interconnection charges will be assessed as described in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.4.1.B. and CLEC's CPUC tariff.
- H. For California 900 calls (those 900 NXXs shown in the LERG as Pacific's 900 NXXs), CLEC shall deliver calls originated over CLEC-provided exchange services to the Local Interconnection Trunk Groups.
- I. CCS interconnection charges will be applied based on the option for CCS interconnection CLEC selects, as follows:

1. If CCS interconnection is from Pacific's STPs to CLEC' STPs solely for the purpose of exchanging signaling for each Party's Local Exchange Traffic and jointly provided Switched Access traffic, then no charges will apply for such SS7 links.
 2. If CLEC uses a third party CCS provider to connect to Pacific's STPs, then charges will apply to such SS7 links, to the third party, as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6, or as otherwise contracted between Pacific and that third party.
 3. If CLEC connects its switches directly to Pacific's STPs, then Pacific will apply 50% (one half) of the charges set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6 for such SS7 links.
- J. If CLEC believes it qualifies for option I(1) I(3), CLEC must notify Pacific of its selection at the time CLEC orders SS7 interconnection links. CLEC must further notify Pacific at any time in the future when it uses such SS7 interconnection for the origination or termination of switched access traffic.
- K. If CLEC elects to use Local Interconnection signaling arrangement option I(1) or I(3), above, in the future for its own Switched Access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use.
- L. Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective tariffs.
- M. If either Party terminates Directory Assistance calls over the Local Interconnection Trunk Groups to the other Party, the terminating Party shall charge the other Party for such Directory Assistance calls at the rates contained in its tariff or pursuant to a separately negotiated contract.
- N. A Maintenance of Service charge applies whenever either Party requests the dispatch of the either Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
1. No trouble is found in the interconnection trunks; or
 2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

1. Basic time;
2. Overtime; or
3. Premium time

as defined for billing Pacific in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 13 and in CLEC's Cal. P.U.C.

X. TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE [the Act Section 271(c)(2)(B)(xiv)]

The Parties agree that Pacific will provide telecommunications services to CLEC for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Act. Pacific's prices charged to CLEC for resold services will be the resale rates determined by the Commission. With respect to those Pacific resale services for which the Commission has not yet set a resale discount, the interim price shall be set at 17% below Pacific's retail rate for the service or such greater discount as is made available to any other entity. Once the Commission establishes a resale discount for any such service, that rate will replace the 17% discount, unless a greater discount is made available to any other entity, in which case, CLEC will be entitled to that greater discount with no further action being required on its part.

XI. COLLOCATION AND MID SPAN MEETS

A. Physical Collocation.

Pacific will provide for physical collocation of transport and termination equipment necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network elements at its Wire Center premises. Such collocation shall be provided on a non-discriminatory basis according to the rates, terms and conditions contained in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 16, except as modified below,

Listed below are the rates that CLEC shall pay for physical collocation at Pacific's Wire Center premises, along with other terms and conditions that will apply with

respect to such physical collocation, beginning with the effective date of this Agreement:

1. Rates

- a) All monthly rates and nonrecurring charges set forth in Section 16.7.1(A)(1) shall be charged at 65% of the rates stated as of the Signature Date of this Agreement;
- b) The monthly rate set forth in Section 16.7.1(B)(1) shall be charged at 75% of the rate stated as of the Signature Date of this Agreement;
- c) The monthly rates set forth in Section 16.7.1(C)(1) shall be reduced to zero;
- d) The nonrecurring charges set forth in Section 16.7.1(D)(1) shall be charged at the greater of \$2,000 or the amount stated in the tariff;
- e) The second sentence and the proration chart of Section 16.3.4 of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T shall be changed to read:

The costs will be prorated and the prorated share refunded to previous collocater(s) as additional collocaters use collocated services at that location within 60 months of when the billing for the first collocation space at that location begins, using the following schedule:

Collocator	Nonrecurring Charge	Refund
1st	100%	NA%
2nd	50%	50%
3rd	33.33%	16.67%
4th	25%	8.33%
5th	20%	5%
6th	16.67%	3.33%
7th	14.29%	2.38%
8th	12.5%	1.79%
9th	11.11%	1.39%
10th	10%	1.11%
11th and beyond	0%	

2. Terms

- a) Pacific agrees that it shall continue to make physical collocation available under the terms of this Agreement and its tariffs. Any requirement for relocation or eviction of collocated facilities must allow for reasonable due process including, but not limited to, either Party seeking Commission approval if the Parties cannot reach mutual agreement.
- b) Should multiplexing via EISCC between CLEC and another party's collocated network facility in Pacific's Wire Center be found to be required under the Act or offered to another party, Pacific will provide this capability to CLEC.
- c) Notwithstanding any provisions contained in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 16, CLEC may place Digital Loop Carrier equipment of its choosing in its collocation space, including shared space collocations described below, for connection of CLEC's network to Pacific's network.
- d) Pacific agrees to provide CLEC with reasonable advance notice, under the Notice provisions of this Agreement, of any proposed modifications to Pacific's tariff regarding physical collocation, except for the addition of Wire Centers and new types of EISCCs.

B. Shared Space Collocation

Where sufficient space exists, and upon request, Pacific will provide for collocation on a shared space basis with each collocater's area defined within the shared space. However, shared space collocation will not be made available in Wire Centers where at least one conventional physical collocation installation has already been installed. Such defined space shall, at a minimum, be sized to permit the placement of up to two (2) bays of collocater-provided fiber optic facilities, transmission and microwave equipment. Access to the collocation space will be via a common entry point and it shall be the sole responsibility of the collocater to provide for any additional security measures to protect its equipment. Such security measures shall be limited to covers or lockable cabinet doors placed directly on the equipment bays of the collocater.

The following charges shall apply for shared space collocation:

- 1. The recurring charge for two (2) bays in a shared space collocation shall be \$265.00 per month.
- 2. The nonrecurring charge for two (2) bays in a shared space collocation shall be \$5,300.00.

3. The infrastructure charge for shared space collocation shall be \$25,000.00 and will be refunded on a prorated basis to the first five shared space collocators as additional shared space collocators utilize shared space collocation at that location within 60 months of when the billing for the first shared space collocation space at that location begins, based on the proration schedule set forth above for physical collocation.

If CLEC requests and Pacific shared space provides a shared collocation arrangement as described above, and no other collocator orders and places its equipment in such shared space arrangement within two (2) years after CLEC collocates in such space, Pacific reserves the right to reconfigure such space into a suitable single-occupant collocation space. Upon request by Pacific, CLEC will reasonably agree to such reconfiguration after one year has elapsed from the time CLEC has collocated in such space. The reconfigured space shall only be large enough to enclose the two bays of equipment placed by CLEC, along with adequate space for access to the cage, and any other safety standards normally applied to physical collocation facilities by Pacific. CLEC will be charged a prorated monthly collocation space charge based on the square footage of the reconfigured space in proportion to a standard 10 foot by 10 foot collocation space. CLEC will not be charged for the cost of reconfiguring the space. If, after two years from the first placement of a shared space collocation arrangement at CLEC's request, such arrangements are on average no more than one-third occupied, the Parties agree to renegotiate Pacific's obligation to continue to offer shared space collocation arrangements.

C. Microwave Collocation

Where technically feasible, Pacific will provide for physical collocation of microwave equipment (limited to transport and termination equipment) necessary for interconnection of CLEC's network facilities to Pacific's network or access to unbundled network facilities to Pacific's Network Elements, on the roofs of Pacific's Central Office Buildings.

Microwave Collocation includes placement of supporting masts and microwave antenna(e) on the roof top or other suitable exterior spaces of Pacific's Central Offices. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, and it shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that the Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by Pacific where technically feasible but is not guaranteed to be available.

1. Provisioning Process and Fees:
 - a. Site Visit Request: CLEC may, at its option, provide a Site Visit Request to Pacific, in writing, setting forth the names of the Pacific Central Office Building(s) CLEC wishes to visit for potential

Microwave Collocation. Such site visit consists of an CLEC representative and appropriate Pacific personnel visiting a Pacific Central Office building for the purpose of determining whether an unobstructed line-of-sight may be technically feasible. Such Site Visit does not obligate CLEC to request, or Pacific to provide, Microwave Collocation on the site. The site visit will take place within 10 business days of receipt by Pacific of CLEC's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC will submit a Site Visit Request fee of \$250.00 for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by Pacific to CLEC at Pacific's loaded labor rates on a per hour basis.

b. Microwave Collocation Application

CLEC shall submit an application, a form of which is set forth in Appendix G hereto, for each Central Office building where CLEC seeks Microwave Collocation. CLEC shall specify in writing whether Pacific should provide a "Track A" or "Track B" quote, or both, as described more fully below.

For each Microwave Collocation application submitted, Pacific shall charge an application fee of \$600.00, provided CLEC has also made a bona fide request or has submitted an application for physical or virtual Collocation within fifteen (15) business days of submitting the Microwave Collocation Application. Otherwise, the Microwave Collocation Application Fee shall be \$1,357.00. Pacific will deduct \$250.00 from the Application Fee if in Pacific's sole judgment an additional Site Visit is not required after receipt of the Microwave Collocation application. The Application Fee is due and payable with the submission of the Microwave Collocation application.

c. Site Visit

If a Site Visit has not been performed pursuant to (a) above, within ten (10) business days of receiving CLEC's Microwave Collocation Application the Parties shall visit the Central Office building where Microwave Collocation has been requested to determine whether an unobstructed line-of-sight is technically feasible.

If an unobstructed line-of-sight appears to be technically feasible, then Pacific will develop a quote(s) for the Microwave Collocation, as set forth below. If an unobstructed line-of-sight does not appear to be technically feasible, within ten (10) days of

the site visit Pacific will provide CLEC a written explanation of the technical infeasibility of the Microwave Collocation.

d. Preparation of Quote(s)

Within thirty (30) business days of receiving the Microwave Collocation application from CLEC, Pacific will provide, as more fully described below, (1) a Written Assessment, (2) Track A and/or Track B quote(s) and (3) a quote for the Monthly Recurring Charges. A Track A quote shall state that Pacific will be responsible for performing the necessary Microwave Collocation work.

Where a list of Pacific-approved contractors is available, CLEC may, under Track B, select the subcontractor(s) to provide the necessary work for the Microwave Collocation arrangement or perform the work itself, if deemed a Pacific-approved contractor. If CLEC elects to subcontract the work for the Microwave Collocation arrangement, CLEC will also pay Pacific to monitor and/or supervise such work. All such work contracted by CLEC will be performed under the reasonable supervision of Pacific personnel and comply with Pacific's nondiscriminatory practices and procedures. Escorted access will also be provided as necessary by Pacific, at CLEC's expense, as described below. Pacific or its designated subcontractors shall perform all necessary work outside of the Microwave Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties. In any event, all work performed shall be done exclusively by Pacific-approved providers. The quote(s) shall reflect the specifications submitted by CLEC and may change based on the actual field conditions encountered during construction.

(1) Written Assessment:

This shall include:

- (a) A statement of technical feasibility, including information on line of sight and any obstructions;
- (b) Support structure requirements (i.e., Pacific shall indicate whether CLEC shall use a parapet mount, wall mount, ground mount, etc.);
- (c) Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and

(d) Electrical drawings.

(2) Quotes:

(a) The Track A Quote shall set forth separate, itemized charges for the following work:

(i) Architect Fees.

This shall be a quote actually received from a Pacific-approved architect plus appropriate loadings for Pacific Personnel. The standard building permit application process will be handled by Pacific's architect. Any Conditional Use Permit (CUP) requirements will be handled pursuant to (e) below.

(ii) Engineering Study.

An Engineering Study will only be performed if necessary to maintain the integrity of the roof-top location or if required by a relevant permitting agency. The fee quoted for the study will be the sum of the hourly charges for time spent by Pacific's Engineers.

(iii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals, such approval shall not be unreasonably withheld.

(iv) Microwave Equipment Installation:

This shall include:

- (a) Mounting of microwave antenna(e) and support structure, as required;
- (b) Installation of required coaxial cable;
- (c) Installation of any required conduit to the interior physical Collocation space;
- (d) Coring, if required;
- (e) Weatherproofing, if required;
- (f) Electrical modifications, including grounding; and
- (g) Antenna specialist, if required.

This Microwave Equipment Installation quote shall be a quote actually received from a Pacific-approved contractor plus appropriate labor loadings for Pacific personnel.

(v) Pacific Supervision of Installation.

This shall be the sum of hourly charges of any Pacific Real Estate Specialists or Project Managers who monitor the installation performed by Pacific's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two hours per day of construction unless circumstances reasonably warrant additional time.

(vi) Special Security Construction.

If Pacific demonstrates that new, secure access to the Microwave Collocation location is reasonably necessary or if CLEC so desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by Pacific to CLEC. The construction quote shall be a quote actually received from a Pacific-approved contractor

plus appropriate loadings for work performed by Pacific personnel.

- (b) The Track B Quote shall set forth separate itemized charges for the following work:

- (i) Architectural Plan Review:

This shall be the sum of hourly charges of Pacific Architects necessary to review the plans. Pacific shall not charge in excess of two hours for such review of draft(s), unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

- (ii) Permitting Review:

This shall be the sum of the hourly charges of Pacific Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC in the permitting process. Pacific shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and Pacific shall have the right to be represented at all hearings in connection with governmental approvals.

- (iii) Electrical and/or Building Modification Work.

If not otherwise agreed by the Parties to permit CLEC to perform the following work outside the Microwave Collocation arrangement, Pacific will include a quote for Pacific to perform coring within the Central Office, if required, weather proofing, if required, electrical modifications (including grounding) or other Central Office building modifications.

- (iv) Supervision of General Contractor:

This shall be the sum of the hourly charge of any Pacific Real Estate Building Specialists or Project Managers who monitor the installation performed by CLEC's contractor. All necessary monitoring and related activity undertaken by Pacific employees shall not exceed a total of two (2) hours per day of construction unless Pacific demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

(v) Special Security Construction:

This shall be the same element as set forth in Section C.1.d(2)(a)(vi) above.

(c) Recurring Charges

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee.

The Monthly Recurring Roof-Top Space Rental Fee shall be (for all regions in Pacific's territory except San Diego and Costa Mesa) within the range of \$131.00 to \$182.00 per Microwave Collocation up to 25 square feet (5'x5' space) for the initial term of this Agreement. The actual roof-top space rental fee will be established on a central office basis. CLEC is limited to the placement of two microwave antenna(e) within this 5x5 feet space, each with a limit of 30 inches in diameter and/or under 20 feet in height from the point of attachment, subject to line-of-sight and structural engineering guidelines. At no time shall an antenna(e) be directed across open roof space without approval of Pacific which shall not be unreasonably withheld. Requests for larger or additional equipment will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date of the Final Method of Procedure meeting as described in paragraph (f) "Schedule," below.

(ii) Escorted Access.

Where necessary, as set forth in paragraph XI.C.4 below, Pacific shall charge an hourly rate for Escorted Access to the Microwave Collocation location based on the hourly labor rate for the required Pacific personnel required.

All quotes shall be valid for ninety (90) days from issuance, and CLEC shall accept, reject or request changes within such time period. To accept a quote, CLEC shall so state in writing and shall pay Pacific 50% of the total estimated charges ("Initial Payment") with the balance due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. The date of such payment shall be the Start Date for purposes of this agreement.

e. Equipment and Testing:

CLEC shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. CLEC shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

f. Conditional Use Permit Process.

CLEC shall be responsible for obtaining all relevant Conditional Use Permits (CUPs) and shall bear all costs and fees. CLEC shall regularly apprise Pacific of the status of such permitting and consult with Pacific as reasonably necessary. If appropriate permits can be obtained for a nonpenetrating roof mount (NPRM) antenna(e), but a CUP is required for the parapet mounted antenna(e), an NPRM for Microwave Collocation may be placed on Pacific's Central Office building, if technically feasible, on a temporary basis. The NPRM will be removed, at CLEC's expense, within 30 days of obtaining the CUP for the parapet mounted antenna(e). If, however, CLEC uses good faith efforts but is

unable to obtain the CUP within 120 days of submitting its CUP request, upon Pacific's request, the Parties shall meet and confer to negotiate in good faith to either extend the length of time the NPRM may remain on the Central Office building or reach agreement on an alternative form of interconnection. If the Parties cannot reach agreement within 30 days of such meet and confer meeting, then either Party may invoke the Alternative Dispute Resolution (ADR) procedures set forth at Section XVII. Notwithstanding such ADR procedures, the Parties shall not be bound by the ADR process for disputes under this paragraph and shall reserve their rights under the Telecommunications Act for such disputes. CLEC reserves all rights to assert an NPRM is required to permit Microwave Collocation on a permanent basis and Pacific reserves its rights to claim that it is not required.

Pacific shall cooperate with CLEC, and CLEC shall pay Pacific the hourly rates for time reasonably necessary and actually spent by Pacific Real Estate or Project Managers on the permitting process. Pacific shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all CUP hearings.

g. Schedule:

The Initial Microwave Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Collocation will be complete within ten (10) business days of the MOP, provided (1) CLEC has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent Pacific projects, under way or planned that interfere with the completion of CLEC's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Collocation.

2. No Property Right Conferred

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in Pacific's property, and CLEC hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of Pacific's property solely for the purposes set forth herein. The method of placing CLEC's antenna(e) on Pacific's roof will be determined by Pacific (e.g., whether parapet or wall mount, etc.). A limit of two (2) CLEC microwave collocation arrangements per Central Office will be permitted unless otherwise agreed by the Parties.

Title to CLEC's Microwave Collocation equipment shall remain in CLEC as the property of CLEC and shall not become fixtures to Pacific's property.

3. Responsibilities of the Parties

- a. CLEC shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, conditional use permits and building permits FCC licenses and FAA approval, to operate and maintain CLEC's facilities during the Term of this Agreement.
- b. CLEC shall not use Pacific's property or permit CLEC's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC's Microwave Collocation equipment. CLEC shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- c. Where Pacific performs the installation work, (i.e., Track A) Pacific shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. Pacific shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. Pacific shall require that all Contractors include CLEC as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify CLEC from losses, costs and expenses incurred as a result of contractor's work. CLEC hereby acknowledges and agrees that Pacific shall not be liable for the work performed, materials, supplies, or work products furnished by any contractor,

and that CLEC shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing Pacific from any claim or liability therefrom except to the extent of the negligence or willful misconduct of Pacific in the performance of its project management activities.

- d. Notwithstanding any other provision of this Agreement, CLEC hereby acknowledges that Pacific may have existing wireless communications facilities of its own or of other tenants or licensees on or at Pacific's Central Office, and/or Pacific may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at Pacific's Property ("Aggregating Providers"). CLEC shall cooperate with Pacific and all other Aggregating Providers so as to reasonably accommodate the needs and requirements of such Aggregating Providers with respect to the installation, operation use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to Pacific's property, including utility connections and access.
- e. Upon the expiration or termination of this Agreement, CLEC shall surrender the Microwave Collocation space to Pacific in its original condition and in good order and repair, less ordinary wear and tear. CLEC, at its expense, to Pacific's reasonable satisfaction, shall repair any and all damages caused by removal of CLEC's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event CLEC fails to remove its Microwave equipment, Pacific shall have the right to retain such Microwave equipment and all rights of CLEC with respect to it shall cease CLEC shall be liable to Pacific for all costs of removal, restoration of the property, and the costs of storage, transportation, sale or other disposition of such Microwave equipment incurred by Pacific.
- f. CLEC shall obtain and maintain, at its sole cost, throughout the term of this Agreement, the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, (4) Employer's Liability with limits of \$1,000,000.00 per occurrence, and (5) standard form property insurance ("All Risk" coverage) equal to 100% replacement cost covering CLEC's property. CLEC shall name Pacific as an additional insured with

respect to the above Commercial General Liability insurance. CLEC waives any rights of recovery against Pacific for injury or loss due to hazards covered by its insurance and CLEC shall require such insurance policies to contain a waiver of recovery against Pacific, its parent, affiliates and its and their directors, officers, and employees. All insurance policies carried by CLEC shall be with companies that have a general policy holder's rating of not less than "A: and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports. CLEC shall furnish Pacific within twenty (20) days of the date of this Agreement written evidence of insurance as required above to Pacific's reasonable satisfaction, including a statement providing for written notification to Pacific by the insurer not less than thirty (30) days prior to cancellation or reduction of any required coverage.

- g. At its sole cost and expense, CLEC shall maintain CLEC's provided Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from Pacific, Pacific shall have the right but not the obligation to clean up the space on CLEC's behalf. In such event, CLEC shall be liable to Pacific for the cost and expense of such work, upon written demand.

4. Secure Access

Pacific shall provide CLEC, and its employees, authorized agents and contractors access to CLEC's Microwave Collocation arrangement, twenty-four (24) hours a day, seven (7) days a week, subject to Pacific's access and security regulations, rules or policies which may govern at Pacific's property. CLEC acknowledges and agrees that in most, if not all cases, Pacific's property is a secured location and that access rights will be restricted to only those areas necessary to reach CLEC's Microwave Collocation arrangement(s). CLEC and its agents and contractors shall at all times while on Pacific's Property carry picture identification designating each such person as a representative of CLEC. Further, CLEC hereby covenants to exercise all due care so as not to interfere with any operations of Pacific or Pacific's licensee, tenants or occupants. And still further, CLEC hereby acknowledges that in some cases, CLEC's access shall be conditioned upon accompaniment by Pacific representative, which cost shall be borne solely by CLEC.

D. POT Bay Engineering

The Parties agree that CLEC will engineer and pre-provision its side of the POT Bay in physical (including shared space) collocation arrangements.

E. Virtual Collocation

Rates and terms for virtual collocation will be made available on a reasonable and non-discriminatory basis. Rates for virtual collocation will be approximately the same as physical collocation. The Parties agree to cooperate in selecting equipment and establishing installation and operating procedures for virtual collocation in the event that the use of virtual collocation becomes necessary.

F. Mid-Span Meet Arrangements

The Parties may also choose to interconnect via a Mid Span Meet. Such interconnection shall be limited to facilities provided for the interconnection of any local exchange or jointly provided switched access traffic between the Parties.

1. Physical Arrangements of Mid Span Meets: In a Mid Span Meet, each Party extends its facilities to meet the other Party. The point where the facilities meet is the Mid Span point. Each Party bears its own costs to establish and maintain a Mid Span Meet arrangement. However, the Parties also agree that a technical arrangement for a Mid Span Meet may involve one Party placing and extending its fiber facilities to the Wire Center of the other Party, with sufficient additional length on the fiber to permit the receiving Party to terminate the fiber without requiring splicing of the fiber facilities prior to the terminal equipment in the receiving Party's Wire Center. In this situation, the Parties will negotiate reasonable compensation to be paid to the Party extending the facilities for the associated labor, materials, and conduit space used in extending its facilities beyond a negotiated Mid Span point.
2. Engineering Specifications: The Parties agree to establish technical interface specifications for Mid Span Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Mid Span Meet. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Mid Span Meet. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within 90 days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Mid Span Meet arrangements between them. In the event the Parties cannot agree on the technical specifications required, the

Parties will, after discussion at the Vice Presidential level, interconnect with each other using one of the other interconnection arrangements defined elsewhere in this Agreement.

3. Maintenance Responsibilities: Each Party will be responsible for maintaining its network on its side of the Mid Span point. In the case where a maintenance problem must be resolved in the fiber span between the Parties, the Party with access to the manholes, vaults or conduit space will dispatch maintenance personnel to perform any necessary trouble isolation and repair activities. The Party performing the maintenance activity in the fiber span may bill the other Party for such activity at one-half the hourly labor rate specified in the Maintenance of Service section of this Agreement. Should both Parties have maintenance access to some portions of the manholes, vaults or conduit space on the Mid Span Meet facility arrangement, they will cooperatively determine which Party will perform any trouble isolation or maintenance activities during the initial contact between them when a maintenance problem has occurred.

Prior to the establishment of any Mid Span Meet arrangement, the Parties agree to jointly develop all additional necessary requirements for such interconnection, including but not limited to such items as control and assignment of facilities within the fiber Mid Span Meet arrangement, network management requirements, and operational testing and acceptance requirements for installation of Mid Span Meets.

XII. MEET POINT BILLING ARRANGEMENTS

- A. CLEC and Pacific will establish meet-point billing ("MPB") arrangements for jointly provided switched access to an IXC, in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- B. CLEC and Pacific will implement the "Multiple Bill/Single Tariff" option in order to bill any ("IXC") for that portion of the network elements provided by CLEC or Pacific. For all traffic carried over the MPB arrangement, CLEC and Pacific shall each bill the IXC for its own portion of the applicable elements.
- C. Each Party shall provide the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of CLEC's network in a CLEC/Pacific MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code. Such information

shall be provided by each Party to the other Party in the format and via the medium that the Parties agree.

- D. The Parties agree to comply with the currently effective MECAB guidelines as mutually adopted by the Parties from time to time.
- E. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- F. Pacific and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in the MECOD and MECAB documents. Pacific and CLEC will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- G. The initial billing company will provide to the secondary billing company any necessary AMA records (in standard EMR format) within fourteen (14) days of the recording date. The secondary billing company will provide the initial billing company the necessary summary records with fourteen (14) days of the initial company's bill date.
- H. If MPB data is not submitted by either Party within the period set forth above, or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- I. Failure of secondary billing company to provide the necessary AMA records (in standard EMR format) within 60 days of the recording date, or of the initial billing company to provide the necessary summary records within 60 days of the initial billing company's bill date, will result in the Party failing to deliver the data to be liable to the other Party for any charges the other Party is unable to bill the IXC.
- J. Both Parties will provide the other a single point of contact to handle any MPB questions.
- K. Data Format and Data Transfer

1. The tandem Party shall provide to the end office Party, where requested, the billing name and billing address of all IXCs originating or terminating traffic at the end office Party's end office.
 2. Based on the individual call flows that can occur, certain types of records will have to be exchanged for billing purposes or the verification of billing. The Parties agree that the exchange of billing records will utilize the Bellcore standard EMR 01, 11, 50, and 20 formats. These records will be exchanged on magnetic tape or via electronic data transfer (when available).
 3. When CLEC and Pacific bill the customer for jointly provided Switched Access service, the Parties will mutually agree to the format, time frame, and settlement terms that will be utilized. The Parties agree to work cooperatively in the industry fora to establish an industry format to be used by all carriers.
 4. The end office Party shall provide to the tandem Party the Switched Access Detail Usage Data (category 1101XX records) for originating access usage on magnetic tape or via NDM, on a monthly basis, within fourteen (14) days of the last day of the billing period.
 5. Upon request, when the tandem Party records terminating access usage or IXC Toll Free Service usage on behalf of the end office Party, the tandem Party will send the end office Party Switched Access Summary Usage Data (category 1150XX records) for usage validation.
- L. Errors may be discovered by CLEC, the IXC or Pacific. Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The other Party shall correct the error within twenty (20) business days of notification and resubmit the data.
- M. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- N. All data associated with the processing and settlement of messages under this Agreement shall be maintained by the Parties for the period currently used by each Party for such information in compliance with legal and/or regulatory rulings. Different data retention periods require the agreement of the Parties.

XIII. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks,

accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

- A. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- B. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- C. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- D. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XIV. AUDIT PROCESS

"Audit" shall mean the comprehensive review of services performed under this Agreement. This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.
- B. The Audit shall occur upon 10 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- K. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such errors.
- L. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party.

XV. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

CLEC and Pacific will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the originating Party does not have any responsibility for uncollectibles.

Until such time that such an agreement is executed, CLEC may choose to block such calls, or CLEC will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

A. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the toll rates set forth in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

B. Billing and Collection Compensation.

Billing and collection compensation will be paid by the terminating Party to the originating Party at the rate of 5 cents per call.

XVI. MOST FAVORABLE TERMS AND TREATMENT

Pacific agrees that it shall make available to CLEC any interconnection, service or Network Element provided under an agreement approved under Section 252 of the Act to which it is a party upon the same terms and conditions as provided in that agreement for such service or Network Element.

XVII. DISPUTE RESOLUTION AND BINDING ARBITRATION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and CLEC Executive Director, or equivalent officer, shall participate. In the event the Parties cannot resolve the dispute, they will employ the following procedure:

- A. Any controversy or claims arising out of or relating to Agreement or any breach hereof, shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The decision by AAA shall be consistent with the provisions of the Act. Such arbitration shall be held in San Francisco, California or any other location to which the Parties agree. Written notice of intent to arbitrate shall be served on the opposing Party at least twenty (20) business days prior to the filing of such notice at the appropriate AAA regional office.

- B. The Parties agree to request an expedited hearing before the AAA and, if the AAA can arrange such, the hearing shall commence within sixty (60) days of the filing of the arbitration claim. If the AAA is not able to arrange for the hearing to be held within sixty (60) days of such filing, then the hearing shall commence on the AAA's first available date thereafter, but within ninety (90) days of the original filing of the arbitration claim.
- C. The AAA panel shall award costs, including reasonable attorney's fees, to the successful Party at the conclusion of the hearing. Should any party refuse to arbitrate controversies or claims as required by this Agreement, or delays the course of arbitration proceedings beyond the times set, or permitted by the AAA panel, then such Party shall pay all costs, including reasonable attorney fees, of the other Party, incurred with respect to the entire arbitration and/or litigation process, even though such refusing or delaying Party may ultimately be the successful Party in the arbitration and/or litigation.
- D. The judgment upon the award rendered may be entered in the highest Court of the forum capable of rendering such judgment, either State or Federal, having jurisdiction and shall be deemed final and binding on both of the Parties.

The above procedure shall apply only to disputes arising under this Agreement or related agreements and shall not apply to claims which arise under the Act apart from this Agreement and/or which are subject to the arbitration and mediation procedures established by the Act. Such other claims shall be resolved in federal court, or by the FCC or appropriate state commission, as provided by the Act.

XVIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall act in good faith to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XIX. REGULATORY DECISION

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates

any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XX. REGULATORY APPROVAL

In the event that any final and nonappealable legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, materially affects any material terms of this Agreement, or materially affects the ability of CLEC or Pacific to perform any material terms of this Agreement, CLEC or Pacific may, on thirty (30) days written notice (delivered not later than 30 days following the date on which such action has become legally binding and has otherwise become final and nonappealable) 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 procedures set forth in this Agreement.

XXI. INTEGRATION

The Parties have negotiated this Agreement as an integrated document. All of the terms in this Agreement are dependent upon the other terms of the Agreement and no part of this Agreement would have been entered into by the Parties without the other terms of this Agreement. No portion of this Agreement is intended to be severable from any other part of the Agreement.

XXII. TERM OF AGREEMENT

Except as otherwise specified in Section XXXIV below, this Agreement shall expire on September 28, 2000, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before the expiration of this Agreement.

XXIII. EFFECTIVE DATE

Except as otherwise specified in Section XXXIV below, this Agreement shall become effective upon approval by the Commission.

XXIV. AMENDMENT OF AGREEMENT

CLEC and Pacific may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and

in good faith to negotiate and implement any such additions, changes and corrections to this Agreement

XXV. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXVI. LIMITATION OF LIABILITY FOR ENVIRONMENTAL CONTAMINATION

CLEC shall in no event be liable to Pacific for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location, provided that activities of CLEC or its agents did not cause or contribute to a release. Pacific shall indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that Pacific, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which Pacific is responsible under applicable law.

Pacific shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that Pacific did not introduce to the affected work location, provided that actions of Pacific or its agents did not cause or contribute to a release. CLEC shall indemnify, defend (at Pacific's request) and hold harmless Pacific, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that CLEC, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which CLEC is responsible under applicable law.

XXVII. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for:

- a) Personal injuries, including death, or

b) Damage to tangible property

resulting from the negligence and/or willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

XXVIII. ASSIGNMENT

This Agreement may be assigned by either Party upon sixty (60) days advance written notice to the other Party.

XXIX. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of California. It shall be interpreted solely in accordance with the terms of the Act and California law.

XXX. DEFAULT

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give sixty (60) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution and Arbitration procedures set forth in this Agreement.

XXXI. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
 - 1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - 5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - 6. is approved for release by written authorization of the disclosing Party; or
 - 7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- E. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XXXII. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXXIII. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Contract Administration
Attention: Contract Management
Four Bell Plaza, 9th Floor
311 S. Akard Street
Dallas, Texas 75022-5398
and
James B. Young
General Attorney & Assistant General Counsel
Pacific Bell
140 New Montgomery Street, Room 1804
San Francisco, CA 94105

NEXTLINK California, Inc.
Karen Potkuol, VP External Affairs
1924 Deere Avenue
Santa Ana, CA 92705

Each Party shall inform the other of any changes in the above addresses.

XXXIV. Term for Certain Provisions Adopted from the Agreement between Pacific and MCImetro Access Transmission Services LLC

- A. The following Term shall apply only to the UNE rates, terms and conditions (and legitimately related terms) which XO sectionally adopted from the California Interconnection Agreement between Pacific and MCI MCImetro Access Transmission Services LLC, f/k/a MCImetro Access Transmission Services, Inc. ("MCIm") pursuant to California Rule 7 and Section 252(i) of the Act and which were incorporated into this Agreement as a result of CLEC's Advice Letter No. 636 filed on December 7, 2001 and the letter agreement between Pacific and CLEC of December 21, 2001. Specifically, this Term shall apply to all such sectionally adopted terms and conditions, including the following that are identified by Pacific as legitimately related: MCIm Appendix UNE in its entirety; MCIm Appendix Pricing, Sections 1, 4, 5 and 6; Appendix Pricing Attachment A (Monthly Recurring Rates) and Attachment B (Non-Recurring Rates including Sub-Loop Non-Recurring); the following MCIm Appendix Definitions: Definitions for Digital Signal Level 1, 3 and 0, Exchange Service, Interconnection, LATA, Network Element, Network Element Bona Fide Request (BFR), Switch, Synchronous Optical Network, Unbundled Network Element; The following section from the MCIm General Terms and Conditions: Sections 11, 22, 21.2 – 21.11, 23, 26, 29.1, 29.2, 29.4, 29.7, 29.10, 29.18, 29.19, 31, 36, 38. (hereinafter referred to as the "UNE provisions"). The Term set forth below shall only apply to the aforementioned UNEprovisions With respect to the UNE

provisions, the Term set forth below shall control and shall supersede the general Term language set forth hereinabove in Section XXII of this Agreement.

- 1 The UNE provisions incorporated into this Agreement pursuant to CLEC's sectional adoption of the UNE provisions from the MCI Agreement pursuant to Rule 7 and Section 252(i) of the Act shall expire on September 25, 2004 and, unless terminated pursuant to Section 34.2 below, shall continue in full force and effect until a successor agreement is reached by the Parties in accordance with the requirements set forth in Section 34.2 below.
- 2 Either Party may terminate this Agreement (as to the UNE provisions) in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement (as to the UNE provisions) and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's Customer service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.
- 3 Upon termination of this Agreement in accordance with this Section 34:
 - (a) each Party shall continue to comply with its obligations under Section 31 (Non-Disclosure),
 - (b) each Party shall promptly pay all amounts (including any late payment charges owed under this Agreement)
 - (c) each Party's indemnification obligations shall survive.
- 4 If, upon termination of this Agreement other than pursuant to Section 34.2, the Parties are negotiating a successor agreement (or successor UNE provisions), during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.
- 5 Except as and to the extent set forth in this Agreement, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

XXXV. GENERAL RESPONSIBILITIES OF THE PARTIES

- A. PACIFIC and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- B. Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with each other's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- C. Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers. Should either Party reasonably determine that such harm is imminent, either Party where practicable, may notify the other party that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, either Party may temporarily discontinue service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Party shall (a) promptly notify the other Party of such temporary discontinuance and (b) afford the other Party the opportunity to correct the situation which gave rise to the temporary discontinuance.
- D. Each Party is responsible for the services it provides to its Customers and to other Telecommunications Carriers.
- E. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- F. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).
- G. Intentionally Omitted.

- H. PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such industry guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, the Parties agree to comply with the applicable provisions of the change management process.
- I. For the purposes of establishing provisioning and billing service to CLEC, CLEC is required to provide to PACIFIC its PACIFIC-authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in areas of California served by PACIFIC. The CLEC name associated with specific OCN must be consistent in areas of California served by PACIFIC.
- J. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act.

XXXVI. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR CLEC ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

XXXVII. INTELLECTUAL PROPERTY

- A. 1. To the extent required by Commission decisions, PACIFIC will provide CLEC with intellectual property rights related to PACIFIC's Unbundled Network Elements. CLEC, as the provider of service using the Unbundled Network Elements, will provide all features, functions, and capabilities of the individual elements to Customers. PACIFIC will provide a list of all vendors/licensors applicable to the subject Unbundled Network Element(s) (which vendors have provided PACIFIC a software license) within seven (7) days of a request for such a list by CLEC. PACIFIC agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. PACIFIC makes no warranties, express or implied, concerning CLEC's (or any third party's) rights with the respect to use of intellectual property (including without limitation, patent, copyright, and trade secret rights). PACIFIC reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling

(and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

2. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of the Party.
3. PACIFIC will indemnify CLEC for any claims of infringement arising from CLEC's use of the intellectual property within the scope of any "right to use" agreement negotiated by PACIFIC for CLEC pursuant to Section 37.A.1.
CLEC will indemnify PACIFIC for any claims of infringement arising from CLEC's use of the intellectual property beyond the scope of the "right to use" agreement negotiated by PACIFIC for CLEC pursuant to Section 37.1.

XXXVIII. MISCELLANEOUS

A. Authorization

1. PACIFIC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
2. CLEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

B. Compliance and Certification

1. Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.
2. Each Party warrants that it has obtained all necessary state certification required by the State of California. Upon request by any state governmental entity, each Party shall provide proof of certification.
3. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

C. Independent Contractor

Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations and the domestic laws of the State of California, without regard to its conflicts of laws principles.

E. Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

F. Intervening Law

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the California Public Utilities Commission. If the actions of the State of California or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the contract, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties acknowledge that on January 25, 1999 the US Supreme Court issued its opinion in AT&T Corp v. Iowa Utilities Board. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies or arguments with respect to such decision and any remand thereof, including its rights under this Intervening Law paragraph.

G. No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

XXXIX. GOVERNMENT COMPLIANCE

Except as otherwise provided by law or this Agreement, CLEC and PACIFIC each shall comply at its own expense with all Applicable Law that relates to:

- i. its obligations under or activities in connection with this Agreement; or
- ii. its activities undertaken at, in connection with or relating to Work Locations.

CLEC and PACIFIC each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from:

- i. its failure or the failure of its contractors or agents to so comply or
- ii. any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remedy environmental contamination.

PACIFIC will use its good faith reasonable efforts to obtain from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for PACIFIC to provide the Network Elements, Ancillary Functions, Combinations, Local Services and other services pursuant to this Agreement. To the extent necessary, CLEC will cooperate with PACIFIC in obtaining such rights and privileges.

PACIFIC's obligations to obtain third party intellectual property rights for CLEC shall not exceed those required by law (including D. 98-12-069).

XL. NON-VOLUNTARY PROVISIONS

- A. This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act (individually and collectively, a “Non-Voluntary Arrangement”). The Parties have identified the Non-Voluntary Arrangements contained in this Agreement by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any applicable order or finding by the FCC, the Commission or a court of competent jurisdiction, either Party may request that this Agreement be amended in accordance with the requirements of Section 39.F above.
- B. The Parties acknowledge that the non-voluntary arrangements contained in this Agreement shall not be available pursuant to paragraph 43 of the SBC-Ameritech Merger Conditions in any state other than California.

XLI. BONA FIDE REQUESTS

- A. CLEC may use the Bona Fide Request (“BFR”) process to submit a request to PACIFIC for a Network Element, Combination or method of interconnection not previously defined. PACIFIC shall respond to a Bona Fide Request from CLEC in the manner and within the time periods specified below:
- B. BFR Responses
 - 1. “Yes” Responses. Pacific shall provide “yes” responses to CLEC within thirty (30) days. “Yes” responses shall include a price proposal (covering labor, equipment, etc.) for provision and an estimated schedule for availability. If special construction is necessary, Pacific shall supply cost support for such construction to CLEC within an additional 24 days. Any cost support information provided by PACIFIC shall be in sufficient detail to allow CLEC to negotiate for provision of the method of Interconnection or the UNE.
 - 2. “No” Responses. Pacific shall provide “no” responses to CLEC within fifteen (15) days. If Pacific rejects a Bona Fide Request made by CLEC on the basis of technical problems, Pacific must provide CLEC a detailed explanation in writing why the request is not technically feasible. Additionally, a “no” response by PACIFIC may refer CLEC to a UNE or method of interconnection other than the one CLEC requested, provided, however, that if PACIFIC makes such a referral, PACIFIC must be able and willing to provide that alternative in a timely manner. PACIFIC shall provide details on the provision of the suggested alternative within the same 15 days as the “no” response.
 - 3. Within thirty (30) calendar days of its receipt of a “yes” response from PACIFIC to its the Bona Fide Request, CLEC shall either confirm an

order for such BFR Item pursuant to PACIFIC's response or request modifications in the response or price quotation. If CLEC believes that

PACIFIC's response to CLEC's Bona Fide Request is inconsistent with the requirements of the Act or the Commission, and that negotiations with PACIFIC have failed to resolve the matter, CLEC may pursue Alternative Dispute Resolution under Attachment 3 to this Agreement, including any applicable expedited dispute resolution procedure.

4. Provisions relating to the BFR process that PACIFIC publishes in an Accessible Letter or the CLEC Handbook shall apply to CLEC to the extent the provisions neither add to nor conflict with the terms and conditions of this Agreement and D.98-12-069.

NEXTLINK California, Inc.

Pacific Bell
By SBC Telecommunication, Inc.,
Its authorized agent

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Title: President - Industry Markets

Date:_____

Date:_____

AECN/OCN:

APPENDIX:

UNE

TABLE OF CONTENTS

1.	<u>GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS</u>	3
2.	<u>ACCESS TO UNE CONNECTION METHODS</u>	14
3.	<u>LOCAL LOOP/LINK</u>	17
4.	<u>SWITCHING</u>	27
5.	<u>OPERATOR SERVICES AND DIRECTORY ASSISTANCE</u>	35
6.	<u>CROSS CONNECTIONS</u>	35
7.	<u>PROJECTS & COORDINATED CUT PROJECTS</u>	36
8.	<u>NETWORK INTERFACE DEVICE (NID)</u>	37
9.	<u>LOOP CONCENTRATOR/MULTIPLEXER</u>	39
10.	<u>TRANSPORT</u>	40
11.	<u>EXTENDED LOOP COMBINATION</u>	44
12.	<u>DARK FIBER</u>	44
13.	<u>SIGNALING AND DATABASES</u>	47

*represents a Non-Voluntary Arrangement.

1.0 GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

- *1.1 Consistent with the terms and conditions in this Appendix, the Act and regulations thereunder, PACIFIC shall offer each Unbundled Network Element individually and in existing combination with any other Unbundled Network Element or Unbundled Network Elements in order to permit PACIFIC to combine for CLEC such Unbundled Network Element or Unbundled Network Elements with another Unbundled Network Element or other Unbundled Network Elements obtained from PACIFIC or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. At CLEC's option, PACIFIC will combine Unbundled Network Elements made available by PACIFIC with other contiguous PACIFIC Unbundled Network Elements.
- 1.2 Consistent with the terms and conditions in this Appendix and the Act and regulations thereunder, PACIFIC will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or by third parties with each of PACIFIC's Network Elements at any technically feasible point designated by CLEC.
- 1.3 If PACIFIC provides to itself, its Customers, subsidiaries, or Affiliates, or to any third party any Unbundled Network Element that is not identified in this Agreement, PACIFIC shall make available the same Unbundled Network Element to CLEC on terms and conditions no less favorable to CLEC than the best terms and conditions provided to PACIFIC, its Customers, subsidiaries or Affiliates, or any third party, at rates that comply with the applicable FCC rules and regulations.
- 1.3.1 PACIFIC will provide CLEC nondiscriminatory access to Unbundled Network Elements:
- (a) at any technically feasible point;
 - (b) at the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory;
 - (c) in a manner that allows CLEC to provide any telecommunications service that may be offered by means of that element;
 - (d) in a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge;
 - (e) with technical information regarding PACIFIC's facilities to enable CLEC to achieve access to elements;

*represents a Non-Voluntary Arrangement.

- (f) without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a telecommunications service in a manner it intends;
 - (g) in a manner that allows CLEC to purchase access to an Unbundled Network Element to use such network element to provide exchange access service to itself, in order to provide interexchange services to subscribers;
 - (h) terms and conditions of access to elements shall be no less favorable than terms and conditions under which PACIFIC provides such elements to itself, its affiliates or subsidiaries.
- 1.4 CLEC is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time.
- 1.5 PACIFIC shall retain the duty to maintain, repair, or replace Unbundled Network Elements as provided for below.
- 1.6 Where technically feasible, quality of the UNE and access to the UNE shall be at least equal to what PACIFIC provides itself or any subsidiary, affiliate, or other party.
- 1.7 This Appendix describes the initial set of Unbundled Network Elements which CLEC and PACIFIC have identified as of the Effective Date of this Agreement:
- Loop
 - Subloop Elements
 - Network Interface Device
 - Local Switching
 - Packet Switching (if available and pursuant to FCC order)
 - Shared Transport
 - Dedicated Transport
 - Signaling Link Transport
 - Signaling Transfer Points
 - Access to Service Control Points
 - Access to Call-Related Databases
 - DA/OS (to the extent PACIFIC has not accommodated CLEC technologies used for customized routing)
 - OSS
 - Tandem Switching
 - Dark Fiber

*represents a Non-Voluntary Arrangement.

HFPL

- 1.8 CLEC and PACIFIC agree that the Unbundled Network Elements identified above are not an all-inclusive list of all possible Unbundled Network Elements.

*1.8.1 CLEC may use one or more Network Elements or Combinations to provide to CLEC Customers any feature, function, capability or service option that such Network Element or Combination is technically capable of providing and that PACIFIC is required by Applicable Law to permit be provided thereby, or any feature, function, capability or service option that is described in Telcordia and other industry standard technical references that such Network Element or Combination is technically capable of providing, and that PACIFIC is required by law to permit be provided thereby. Unless required by law, Network Elements and Combinations may not be used to provide services to Customers that have not selected CLEC as their local service provider. Special access services may be converted to combinations of unbundled loops and transport Network Elements if CLEC provides a significant amount of local exchange service to a particular customer. The definition of what constitutes a “significant amount of local exchange service” is pursuant to Paragraph 22 of the FCC’s Supplemental Order Clarification.

- 1.8.2 UNEs shall be made available to CLEC under the following terms and conditions. CLEC may request additional or revised Unbundled Network Elements via the INER/BFR Process as necessary to provide Telecommunications Services, improve network or service efficiencies, accommodate changing technologies or Customer demand, or to meet other requirements, as set forth in Section 1.8.5.

1.8.2.1 Unbundled Network Elements, at the prices specified in Appendix Pricing and the provisioning intervals applicable to such UNEs, are provided under this Agreement over such routes, technologies, and facilities as PACIFIC may elect at its own discretion in a manner that is not anti-competitive and does not discriminate for anti-competitive purposes. If CLEC requests special facilities, equipment or routing of Unbundled Network Elements, such requests will be handled under the INER process.

*1.8.2.1.1 If PACIFIC provides any Network Element, Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier, PACIFIC will make available the same Network Element, Combination or interconnection arrangement to CLEC, without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element or Combination herein shall not constitute a waiver by CLEC to obtain a

*represents a Non-Voluntary Arrangement.

Network Element or Combination subsequently ordered by the FCC or by the Commission.

*1.8.2.1.2 When provisioning a Network Element or combination thereof, PACIFIC shall provide all ancillary equipment necessary to make the Network Element or combination function as provided in Section 1.8.3 ("Performance of UNEs") of this Appendix, whether or not specified by CLEC in an order. Any such required equipment shall be included in the price of the Network Element. Prior to the Effective Date of this Agreement, Pacific shall provide at CLEC a written list identifying all ancillary equipment necessary to enable the Network Element and combinations thereof, provided for in this Appendix, function.

1.8.2.2 Subject to the terms herein, PACIFIC is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. PACIFIC is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.

1.8.2.3 Where unbundled elements provided to CLEC are dedicated to a single Customer, if such elements are for any reason disconnected they will be made available to PACIFIC for future provisioning needs, unless such element is disconnected in error. CLEC agrees to relinquish control of any such unbundled element concurrent with the disconnection of CLEC's Customer service. UNEs provided to CLEC under the provisions of this Appendix shall remain the property of PACIFIC.

1.8.2.4 CLEC shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit PACIFIC to make tests and adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

1.8.2.5 CLEC's use of any PACIFIC Unbundled Network Element, or of its own equipment or facilities in conjunction with any PACIFIC Unbundled Network Element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. The parties agree to work

*represents a Non-Voluntary Arrangement.

mutually to resolve the problem. Upon reasonable written notice and opportunity to cure that is reasonable under the circumstance, PACIFIC may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

1.8.2.6 Replacement of Services with Unbundled Network Elements

- *1.8.2.6.1 As part of its obligation to offer unbundled Network Elements to CLEC, PACIFIC shall permit CLEC to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, excluding Access Service purchased by CLEC pursuant to either contract or tariff.
- *1.8.2.6.2 Any substitution of Network Elements (including Combinations) for services shall be subject to all of the requirements of this Appendix applicable to purchase of Network Elements and Combinations of Network Elements, and shall include without limitation the following:
 - 1.8.2.6.2.1 When CLEC replaces any existing service with Network Elements (including Combinations), PACIFIC shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of CLEC.
 - 1.8.2.6.2.2 Charges for the conversion of an existing service to Network Elements (including Combinations) shall be limited to PACIFIC's total element long-run incremental service order charges. These charges shall be limited to PACIFIC's necessary accounting of CLEC's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement. The charges shall not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.
- *1.8.2.6.3 CLEC may request the conversion of any existing service, excluding special access, to Network Elements (including Combinations) by submitting a written or electronic notice to PACIFIC. This information will include, if applicable, the circuit identification or other information sufficient to identify the services to be converted. CLEC may request any number of conversions in a single notice. CLEC shall not be required to submit Local Service Requests or separate requests for each service to be converted. PACIFIC shall facilitate all conversions requested by CLEC without disruption of service. If CLEC sends a written notice, rather than a mechanized service order, CLEC will be subject to a manual service charge for the service migration.

*represents a Non-Voluntary Arrangement.

- *1.8.2.6.4 PACIFIC agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services, recurring charges for unbundled Network Elements substituted for services shall apply as of the following dates:
- 1.8.2.6.4.1 Except where CLEC specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by PACIFIC of notice from CLEC, and recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply as of such date.
 - 1.8.2.6.4.2 Where CLEC specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply based on the date on which PACIFIC completes the requested work.
 - 1.8.2.6.4.3 PACIFIC shall bill CLEC pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.
 - 1.8.2.6.5 Intentionally Omitted.
 - 1.8.2.6.6 Intentionally Omitted.
 - 1.8.2.6.7 Combinations
 - 1.8.2.6.7.1 PACIFIC shall provide to CLEC any combination of Network Elements requested by CLEC to serve its customers. The Combinations that PACIFIC agrees to provide to CLEC include those listed below. Examples of additional individual Combinations that PACIFIC shall provide to CLEC are provided in Table 1 attached hereto.
 - 1.8.2.6.7.2 Enhanced Extended Loop, as defined in this Appendix.
 - 1.8.2.6.7.3 Loop with Multiplexing and/or Concentration.
 - 1.8.2.6.7.4 Local Network Interconnection Combination: Local Switching, Tandem Switching, Dedicated Transport, Shared Transport, Common Transport, Signaling, and SCPs/Databases.

*represents a Non-Voluntary Arrangement.

- 1.8.2.6.7.5 Intentionally Omitted.
- 1.8.2.6.7.6 UNE-Platform utilizing PACIFIC's NIDs, loops, switching, shared and common interoffice transport, Signaling, and Databases.
 - 1.8.2.6.7.6.1 Combining Links and unbundled Local Switching ('ULS') with Shared Transport: CLEC may order from PACIFIC a Combination of link and ULS, with routing over Shared Transport. Under this scenario, PACIFIC shall provide to CLEC, at no additional charge, a cross connection facility from PACIFIC's central office distribution frame to the Line Side Port of the switch.
 - 1.8.2.6.7.6.2 Combining Links, ULS and Dedicated Transport:
 - 1.8.2.6.7.6.2.1 CLEC may order from PACIFIC a Combination consisting of Links, the ULS, with custom routing over Dedicated Transport. Under this scenario, PACIFIC shall provide to CLEC, at no additional charge, a cross-connection facility between the link and the ULS.

1.8.3 Performance of UNEs

- 1.8.3.1 Each UNE will be provided in accordance with industry standards.
- 1.8.3.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the rules established by the FCC in the *Second Report and Order*, CC Docket 96-98.
- 1.8.3.3 PACIFIC may elect to conduct switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements and PACIFIC's retail service orders for that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension PACIFIC places on itself for orders from its customers.

*represents a Non-Voluntary Arrangement.

1.8.3.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of PACIFIC, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

*1.8.3.5 Cooperative Testing

1.8.3.5.1 Cooperative Testing means that PACIFIC shall cooperate with CLEC upon request or as needed to:

- i. Ensure that the Network Elements and Ancillary Functions and additional requirements being provided to CLEC by PACIFIC are in compliance with the requirements of this Agreement, and
- ii. Test the overall functionality, including fault isolation, of various Network Elements and Ancillary Functions provided by PACIFIC to CLEC in combination with each other or in combination with other equipment and facilities provided by CLEC or third parties.

1.8.3.5.2 Requirements

1.8.3.5.2.1 CLEC and PACIFIC will continue to improve processes that resolve technical issues relating to interconnection of CLEC's network to PACIFIC's network and Network Elements. The agreed-upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If CLEC and PACIFIC do not reach agreement on any dispute or unresolved issues, after sixty (60) days from the time they are first escalated, either Party may submit such disputes or unresolved issues to the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.

1.8.3.5.3 PACIFIC shall provide CLEC with access for testing at any interface between a PACIFIC Network Element, Combinations and CLEC equipment or facilities. Such

*represents a Non-Voluntary Arrangement.

test access shall be sufficient to ensure that the applicable requirements can be tested by CLEC. The PACIFIC LOC shall be available seven (7) days per week, 24 hours per day.

- 1.8.3.5.4 PACIFIC shall provide engineering data as requested by CLEC for the Loop components as set forth above in which CLEC may desire to test. The data PACIFIC provides to CLEC shall include, to the extent available to PACIFIC itself, equipment engineering and cable specifications, signaling and transmission path data. To the extent CLEC requests data exceeding that which PACIFIC has available to itself, CLEC shall pay the charges for such data on an ICB basis.
- 1.8.3.5.5 Upon CLEC's reasonable request, PACIFIC shall provide to CLEC non-proprietary central office layout and design records and drawings, system engineering and other applicable documentation pertaining to designed digital loops and interoffice transport or the underlying equipment that is then providing the loop or transport to CLEC.
- 1.8.3.5.6 PACIFIC shall provide to CLEC upon request, applicable test results, from PACIFIC testing activities on a Network Element or the underlying equipment providing a Network Element to CLEC. CLEC may review such testing results and may notify PACIFIC of any deficiencies that are detected.
- 1.8.3.5.7 Upon CLEC's request, PACIFIC shall provide technical staff to meet with CLEC representatives to provide required support for Cooperative Testing.
- 1.8.3.5.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress cooperative tests. PACIFIC shall not remove such facilities from service without obtaining CLEC's prior approval.
- 1.8.3.5.9 PACIFIC shall conduct tests or maintenance procedures on Network Elements or on the underlying equipment that is then providing a Network Element, that may cause a service interruption or degradation, only if such tests and procedures are at a time that is mutually acceptable to CLEC and PACIFIC.

*represents a Non-Voluntary Arrangement.

- 1.8.3.5.10 CLEC and PACIFIC shall endeavor to complete Cooperative Testing expeditiously.
- 1.8.3.5.11 During Cooperative Testing, PACIFIC processes shall deliver and restore Network Elements to CLEC at parity with PACIFIC's comparable retail products.
- 1.8.3.5.12 PACIFIC shall participate in Cooperative Testing, for digital loops and dedicated transport, requested by CLEC whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability. If testing results in no trouble found in PACIFIC's network or proves back to CLEC's network, appropriate maintenance charges will apply, as set forth in Appendix Pricing.
- 1.8.3.5.13 CLEC may accept or reject a digital Loop or Dedicated Transport facility ordered by CLEC as provided in Appendix xDSL.

1.8.4 Maintenance of Elements

- 1.8.4.1 If trouble occurs with unbundled network elements provided by PACIFIC, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the Customer. If CLEC determines the trouble is in PACIFIC's equipment and/or facilities, CLEC will issue a trouble report to PACIFIC.
- 1.8.4.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and PACIFIC dispatches personnel to the Customer's premises or a PACIFIC Central Office and trouble was not caused by PACIFIC's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 1.8.4.3 Intentionally Left Blank
- 1.8.4.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested by CLEC for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

*represents a Non-Voluntary Arrangement.

- 1.8.4.5 If CLEC issues a trouble report allowing PACIFIC access to the Customer's premises and PACIFIC personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that PACIFIC personnel are dispatched. Subsequently, if PACIFIC personnel are allowed access to the premises, these charges will still apply.
- 1.8.4.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of PACIFIC performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of PACIFIC performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of PACIFIC performed other than on a normally scheduled workday.
- 1.8.4.7 If CLEC requests or approves a PACIFIC technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- 1.8.5 For Interconnection and Network Element Request (INER) also known as "Bona Fide Request" (BFR) Pacific Bona Fide Request Process, see the General Terms and Conditions Section 38.
- *1.9 PACIFIC shall make available to CLEC the ability to cross-connect or combine Unbundled Network Elements. At CLEC's request, PACIFIC shall cross connect or combine Unbundled Network Elements either manually or where technically feasible or available electronically.
- 1.10 The methods of access to unbundled Network Elements described in this Appendix are not exclusive. PACIFIC will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. The Parties agree to amend the Agreement, upon request, to incorporate any such additional forms of access. Alternatively, CLEC may submit a BFR to obtain additional methods of access.
- 1.11 CLEC may use one or more UNEs or combinations thereof, to provide any telecommunications service and exchange access consistent with Sec 1.8.2.7. In

*represents a Non-Voluntary Arrangement.

the event the Parties cannot agree on technical feasibility or any of the matters specified in the foregoing sentence, the Parties will follow the dispute resolution process set forth in General Terms and Conditions.

- *1.12 When ordered in combination, Network Elements that are currently connected and that are ordered together will not be physically disconnected or separated in any other fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. Network Elements ordered as a Combination shall be provisioned in combination unless CLEC specifies that the Network Elements ordered in combination be provisioned separately.
- 1.13 For each Network Element, PACIFIC shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where PACIFIC provides contiguous UNEs to CLEC, PACIFIC will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- *1.14 Unless specified otherwise in this Appendix, PACIFIC will make the unbundled elements identified in this Agreement, and all combinations specified herein used by PACIFIC in its network available on the Effective Date of this Agreement.

2.0 ACCESS TO UNE CONNECTION METHODS

- 2.1 This Section describes the optional connection methods under which PACIFIC agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which PACIFIC makes these methods available. These methods provide CLEC access to multiple PACIFIC UNEs which CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 2.2 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested PACIFIC Central Office.
 - 2.2.1 (Method 1)

PACIFIC will extend PACIFIC UNEs requiring cross connection to CLEC's Physical Collocation Point of Termination (POT) when CLEC is Physically Collocated, in a caged or shared cage arrangement, within the

*represents a Non-Voluntary Arrangement.

same Central Office where the UNEs which are to be combined are located.

2.2.2 (Method 2)

PACIFIC will extend PACIFIC UNEs that require cross connection to CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

2.2.3 (Method 3)

PACIFIC will extend PACIFIC UNEs to CLEC's UNE frame that is located outside the PACIFIC Central Office where the UNEs are to be combined in a closure such as a cabinet provided by PACIFIC on PACIFIC property.

2.3 The following terms and conditions apply to all methods when PACIFIC provides access pursuant to Sections 2.1 through 2.3:

- 2.3.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, PACIFIC will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 2.3.2 Access to UNEs via Method 1 is only available where CLEC is Physically Collocated. Access to UNEs via Method 2 and Method 3 is available to both where CLEC is Collocated and Non-Collocated. Method 2 and Method 3 are subject to availability of PACIFIC Central Office space and equipment.
- 2.3.3 CLEC may cancel the request at any time, but will PACIFIC's reasonable and demonstrable costs for PACIFIC's Central Office up to the date of cancellation.
- 2.3.4 CLEC may elect to access PACIFIC's UNEs through Physical Collocation arrangements.
- 2.3.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 2.3.6 CLEC shall refer trouble sectionalized in the PACIFIC UNE to PACIFIC.
- 2.3.7 Prior to PACIFIC providing access to UNEs under this Appendix, CLEC and PACIFIC shall provide each other with a point of contact for overall coordination.

*represents a Non-Voluntary Arrangement.

- 2.3.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 2.3.9 All tools, procedures, and equipment used by CLEC to connect to PACIFIC 's network shall comply with technical standards set out in PACIFIC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 2.3.10 CLEC shall be responsible for CLEC's personnel PACIFIC's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If PACIFIC for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on PACIFIC's premises, CLEC shall immediately comply with such request. Such person shall leave PACIFIC 's premises promptly, and CLEC shall not furnish such person again to perform work PACIFIC's premises without PACIFIC's consent.
- 2.3.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 2.3.10 have been satisfied for each employee requiring access to PACIFIC premises and/or facilities. PACIFIC identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to PACIFIC premises will be granted only to CLEC employees with such identification.
- 2.3.12 CLEC shall designate each network element being ordered PACIFIC. CLEC shall provide an interface to receive assignment information from PACIFIC regarding location of the extended UNEs. This interface may be manual or mechanized.
- 2.3.13 PACIFIC will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with PACIFIC shall be referred to such contact numbers.
- 2.3.14 CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in PACIFIC equipment areas.
- 2.3.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
 - 2.3.15.1 Where applicable, costs for modifying a building or preparing the premises for access to PACIFIC UNEs will be made on an individual case basis (ICB).
 - 2.3.15.2 PACIFIC will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, PACIFIC will ensure that the first CLEC obtaining Access to UNEs in an PACIFIC premises will not be responsible for the entire cost of site preparation and security.

*represents a Non-Voluntary Arrangement.

2.3.15.3 PACIFIC will contract for and perform the construction and preparation activities using same or consistent practices that are used by PACIFIC for other construction and preparation work performed in the building.

3.0 LOCAL LOOP/LINK

3.1 A “Loop” (a.k.a. Link) is a dedicated transmission facility between a distribution frame (or its equivalent) in an PACIFIC central office and an Customer premises. (47 CFR § 51.319(a)) (Note: If CLEC purchases a Loop, a separate NID will not be required). Loops provided as UNE will meet the parameters contained in the Technical Publication associated with each loop type. With the exception of DSLAMS, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions and capabilities of such facilities including multiplexing capabilities.

*3.1.1 CLEC is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed, or concentrated. If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), PACIFIC shall provide the loops unless no technically feasible unbundling solution is available. If the IDLC loop cannot be unbundled, PACIFIC will, where available, move the requested unbundled loop(s) to a spare, existing physical digital loop carrier unbundled loop at no additional charge to CLEC. If however, no spare unbundled loop is available, PACIFIC will within two (2) business days, excluding weekends and holidays, of CLEC’s request, notify CLEC of the lack of available facilities.

*3.1.2 The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Pursuant to the UNE Remand Order and any applicable or related federal law, PACIFIC agrees to provide optical loops where available in its wire centers along with associated cross connects and optical transport.

3.1.3 CLEC is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

*represents a Non-Voluntary Arrangement.

- ### 3.2.3 4-Wire Digital Loop: A 4-Wire Digital Loop supports DS1 digital services including Primary Rate ISDN (“PRI”). The 4-Wire Digital Loop supports usable bandwidth up to 1.544 Mbps.

*represents a Non-Voluntary Arrangement.

- 3.2.4 Digital Subscriber Line Loops. See Appendix DSL.
- 3.3 Reserved for future use
- 3.4 SUB-LOOP ELEMENTS
 - 3.4.1 PACIFIC will provide sub-loop elements as unbundled network elements as set forth in this Appendix. The terms and conditions for sub-loops contained in this Section 3.4 are interim and shall be updated to reflect the outcome of the Commission's Permanent Line Sharing Phase of OANAD.
 - 3.4.2 A sub-loop unbundled network element is defined as any portion of the loop from PACIFIC's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in PACIFIC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.
 - 3.4.3 Definitions pertaining to the Sub-Loop:
 - 3.4.3.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
 - 3.4.3.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
 - 3.4.3.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
 - 3.4.3.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an Customer can be connected to the ILEC's network.
 - 3.4.3.5 "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
 - 3.4.3.6 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
 - 3.4.3.7 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
 - 3.4.3.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
 - 3.4.3.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

*represents a Non-Voluntary Arrangement.

3.4.3.10“SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an Customer’s premise.

3.4.3.11“SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.

3.4.3.12“SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.

3.4.3.13“Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an Customer’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

3.4.4 PACIFIC will offer the following subloop types:

3.4.4.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

3.4.4.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

3.4.4.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with Customer capacity up to 144 Kbps.

*represents a Non-Voluntary Arrangement.

- 3.4.5 Subloops are not available for combination by PACIFIC with any Unbundled Network Elements or service.
- 3.4.6 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 3.4.7 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 3.4.8 Twisted-pair Copper Subloops:
- 3.4.8.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 3.4.9 CLEC may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

*represents a Non-Voluntary Arrangement.

- * Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, CLEC will need to submit a BFR.

3.4.10 High Capacity Subloops:

3.4.10.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

3.4.10.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

3.4.11 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

3.4.12 Provisioning:

3.4.12.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

3.4.12.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

3.4.12.3 Provisioning intervals for subloops shall be governed by CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

*represents a Non-Voluntary Arrangement.

3.4.13 Maintenance:

- 3.4.13.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the PACIFIC switch/testing equipment will be lost.
- 3.4.13.2 CLEC shall isolate trouble to the PACIFIC Subloop portion of CLEC's service before reporting trouble to PACIFIC.
- 3.4.13.3 PACIFIC shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches PACIFIC on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 3.4.13.4 Once all subloop access arrangements have been completed and balance of payment due PACIFIC is received, CLEC may place a LSR for subloops at this location. Prices at which PACIFIC agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 3.4.13.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, PACIFIC repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, PACIFIC will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

3.4.14 Subloop Access Arrangements:

- 3.4.14.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the PACIFIC subloop network.
- 3.4.14.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 3.4.14.3 Upon receipt of a complete and correct application, PACIFIC will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-

*represents a Non-Voluntary Arrangement.

loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

- 3.4.14.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 3.4.14.5 Subloop inquiries do not serve to reserve subloop(s).
- 3.4.14.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 3.4.14.7 CLEC will be responsible for obtaining rights of way from owners of property where PACIFIC has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 3.4.14.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 3.4.14.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to PACIFIC written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. PACIFIC will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way.
- 3.4.14.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a PACIFIC technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into PACIFIC’s interconnection point.
- 3.4.14.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow PACIFIC to properly engineer access to each SAI and to ensure PACIFIC does not provide more available terminations than CLEC expects to use.

*represents a Non-Voluntary Arrangement.

- 3.4.14.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 3.4.14.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 3.4.14.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay PACIFIC for removal of their facilities from the SAA.
- 3.4.14.15 Subloop Access Arrangement (SAA) Access Points:
- 3.4.14.15.1 SAI/FDI or Terminal
 - 3.4.14.15.2 CLEC cable to be terminated in a PACIFIC SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
 - 3.4.14.15.3 CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on available binding posts in the SAI/FDI or Terminal.
 - 3.4.14.15.4 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the SAI/FDI or Terminal, which PACIFIC will splice to CLEC cable at the meet point.
 - 3.4.14.15.5 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
 - 3.4.14.15.6 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, PACIFIC may choose to increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.

*represents a Non-Voluntary Arrangement.

- 3.4.14.15.7 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, PACIFIC may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate CLEC facilities for which CLEC will be charged.
- 3.4.14.16 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 3.4.14.17 PACIFIC shall notify CLEC of pending relocation as soon as PACIFIC receives such notice.
- 3.4.15 CLEC shall notify PACIFIC of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 3.4.15.1 PACIFIC shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with CLEC and PACIFIC engineer.
 - 3.4.15.2 CLEC shall notify PACIFIC of acceptance or rejection of the new SCA within 10 business days of it's receipt of PACIFIC's estimate.
 - 3.4.15.3 Upon acceptance of the PACIFIC estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify PACIFIC of their acceptance of estimate costs.
 - 3.4.15.4 Should CLEC decide not to continue the SAA, CLEC will notify PACIFIC as to the date that PACIFIC may remove CLEC's facilities from that SAA. CLEC will pay PACIFIC for all costs associated with the removal of CLEC's SAA.
 - 3.4.15.5 In the event that CLEC does not respond to PACIFIC in time to have their facilities relocated, PACIFIC shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.
- 3.4.16 RT (for DS3 Subloop):
 - 3.4.16.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on a fiber/coax interconnection block to be constructed in the RT.
 - 3.4.16.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the RT, which PACIFIC will splice to CLEC cable at the meet point.

*represents a Non-Voluntary Arrangement.

4.0 SWITCHING

- 4.1 General. The Local Switching Unbundled Network Element provides for line side and trunk side interface access plus the features, functions, and capabilities of the local switch. This element includes the basic functionality to establish temporary paths within the specific local switch to connect: lines to lines; lines to trunks; trunks to lines; and trunks to trunks. The local switching unbundled network element includes only those elements associated with the specific local switch and does not include any inter-switch trunking. Unbundled local switching is provided by Stored Program Controlled (SPC) analog or digital equipment and will be provided where technically feasible and where equipment/facilities are available.
- 4.2 Unbundled Local Switching (ULS): is defined as the local circuit switching (including packetized circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN capabilities and vertical features, and access to shared transport with standard routing to interoffice trunks and interoffice transport provided by PACIFIC or to designated trunks specified and purchased by CLEC in accordance with this Appendix. PACIFIC designates this service “Unbundled Local Switching ” (ULS). In purchasing ULS, CLEC must obtain a line side port (including a telephone number and, at CLEC’s option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using PACIFIC’s switch and no trunk designation is made for completion of such calls.
- *4.3 At PACIFIC’s discretion, upon not less than one hundred and eighty (180) days’ written notice to CLEC, PACIFIC may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an “exception Territory”) with respect to which PACIFIC can demonstrate that, as of the date on which CLEC receives notice (the “Exception Notice Date”), PACIFIC has satisfied each of the following conditions:
- a) A territory shall constitute an “Exception Territory” if it constitutes the service area of PACIFIC offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 (“UNE Remand Order”); and

*represents a Non-Voluntary Arrangement.

- b) In the Exception Territory where PACIFIC elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. PACIFIC may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC Customer accounts involving four or more lines.

4.3.1 In determining whether PACIFIC may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that PACIFIC provides to the CLEC through pre-ordering process.

4.3.2 Nothing in this Section 4.1.1 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which PACIFIC may exercise its rights under this Section.

4.4 Switch Ports

4.4.1 In PACIFIC, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

4.4.1.1 Line Switch Ports –

4.4.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

4.4.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

4.4.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

*4.4.1.1.3.1 CLEC may use an analog line port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

*represents a Non-Voluntary Arrangement.

4.4.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

4.4.1.2 Trunk Side Switch Ports –PACIFIC

4.4.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

4.4.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

4.4.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

*4.4.1.2.4 Additional switch ports may be developed in accordance with the BFR process.

*4.4.1.2.5 PACIFIC shall provide CLEC with non-discriminatory access to any third parties to which PACIFIC is connected via interoffice trunks and interoffice transport.

4.4.2 Form of Line Port Access: Access to unbundled Local Switching, as specified in Section 4.2 may occur in the following manner:

4.4.2.1 ULS Access, Cross-Connection Through Collocation: From CLEC’s collocation space, CLEC may purchase an EISCC cross-connection to PACIFIC’s line side Port to obtain access to ULS.

4.4.2.2 Combining Loops and ULS: CLEC may combine Loops and PACIFIC’s ULS. When currently combined, CLEC shall not be required to purchase a cross connection facility from PACIFIC’s central office distribution frame to the line side port of the switch.

4.4.2.3 Loops, ULS and Transport: CLEC may combine Loops, the ULS, and transport facilities, which can be shared transport from PACIFIC. When currently combined, CLEC shall not be required to purchase any cross-connection facility from PACIFIC

*represents a Non-Voluntary Arrangement.

central office distribution frame to the line side port of the switch.

*4.4.3 Loops, ULS and Transport: CLEC may utilize Loops, the ULS, and transport facilities, which can be dedicated, or shared or common transport from PACIFIC. When currently combined, CLEC shall not be required to purchase any cross-connection facility from PACIFIC.

4.4.3.1 Option A: PACIFIC-Provided Interoffice Transport and PACIFIC-Provided Operator and Directory Assistance Services: In this configuration, CLEC purchases a line Port and receives a telephone number and directory listing, switching capacity, switch features as referenced in Section 4.0, deployed AIN capabilities and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, calls to operator, directory assistance services and E911. In this configuration, intra-switch calls are also provided through PACIFIC's switch. PACIFIC will be solely responsible for design and engineering of the trunks under this option. In addition, PACIFIC will provide all 0-, Local 0+ operator and Local 411 directory assistance services under this option. PACIFIC's switch will be programmed to allow routing to and from CLEC's line ports, including operator and directory assistance calls, to PACIFIC's network. PACIFIC shall route all intraLATA toll and interLATA/international calls dialed by MICW ULS Customers to the Customer's PIC'd carrier for intraLATA or interLATA/international service. PACIFIC will route these calls using FGD signaling to the PIC'd carrier's designated POP. At the customer's request, PACIFIC will carry the customer's IntraLATA toll calls.

4.4.3.2 Option B: PACIFIC-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from PACIFIC's Line Port Switching Capacity: In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features, as referenced in Section 4.0 including deployed capabilities, and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, and E911 calls. In this configuration, intra-switch calls are also provided through PACIFIC's switch. With the exception of trunks for operator and/or directory assistance services, or both, PACIFIC will be solely responsible for design and engineering of its interoffice trunks. CLEC may utilize existing FGD trunks, which would not require cross-connects, or order separate trunks for operator services provided by itself or a third party identified by CLEC to provide such services. When ordering separate

*represents a Non-Voluntary Arrangement.

trunks, transport facilities may be purchased from PACIFIC, or connected to CLEC's facilities through a collocation cage by obtaining a cross connect from PACIFIC. CLEC will be responsible for design and engineering of the dedicated operator and/or directory assistance trunks where used, and shall also be responsible for designating the transport facilities it desires, if any, from PACIFIC at the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all operator and/or directory assistance services. PACIFIC's switch will be programmed on a per-switch basis to route all local ULS-originated calls to PACIFIC's shared network, including operator and/or directory assistance calls when Option A is requested otherwise operator and/or directory assistance calls will be routed to the trunks designated by CLEC. At the End User's request, Pacific will carry the End User's IntraLATA toll calls.

4.4.3.2.1 CLEC designates Feature Group D as its compatible signaling protocol for Operator Services and Directory Assistance (OPS/DA). Until PACIFIC offers Feature Group D signaling protocol, or CLEC designates another signaling protocol which PACIFIC provides, PACIFIC will offer operator services and directory assistance as an unbundled network element in accordance with Section 5.0. At such time PACIFIC offers Feature Group D signaling protocol for customized routing, or CLEC designates another signaling protocol which PACIFIC provides, the parties will negotiate an amendment to this section based on CLEC's requirements.

4.4.3.3 Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC. This option is Customized Routing for CLEC traffic in the manner designated by CLEC, and it requires that special, customized routing programming be provided by CLEC. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for PACIFIC's routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from PACIFIC's end office switch to a single trunk group. At CLEC's request, PACIFIC will custom-route intraLATA inter-switch calls on a class-of-call

*represents a Non-Voluntary Arrangement.

basis to the PACIFIC tandem serving the originating PACIFIC end office, or to an CLEC switch. Alternatively, at CLEC's request, PACIFIC will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the PACIFIC tandem serving the originating PACIFIC end office, to an CLEC switch, and/or to the PACIFIC end office where the dialed NPA NXX resides. In this configuration, CLEC obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either operator or directory assistance services, or both, and E-911 calls. In this configuration, PACIFIC shall complete intra-switch calls through its switch. PACIFIC shall complete inter-switch calls using, at CLEC's direction, either shared or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. PACIFIC will be solely responsible for design and engineering of any PACIFIC-provided shared or common transport used under this option. CLEC may purchase Dedicated Transport from PACIFIC or may provide its own.

4.4.4 Implementation Schedule

4.4.4.1. Option A is available immediately

PACIFIC will deploy Option A within ten (10) business days after CLEC's order for a particular switch or switches up to a maximum of fifty (50) switches per order. PACIFIC will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLI basis.

4.4.4.2 Deployment of Option B will be on a project specific basis as mutually agreed by the Parties.

PACIFIC will implement a valid Option B, Option C, or ROAR resale routing to operator systems custom routing footprint order for an individual switch according to the following schedule: 1-48 trunks = 38 Business Days, 49-96 trunks = 40 Business days, 97-144 trunks = 42 Business Days; 145-193 trunks = 48 Business Days. In any event, PACIFIC shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

4.5 Tandem Switching

*represents a Non-Voluntary Arrangement.

4.5.1 Reserved for future use.

4.5.2 Tandem Switching General Description and Specifications of the Unbundled Element. PACIFIC will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

4.5.2.1 Tandem Switching. Tandem Switching is defined as the local tandem switching capability network element, as set forth in FCC Rule 51.319. Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between any two switches connected to that tandem, without any customized routing. PACIFIC's unbundled Tandem Switching will permit access to the Tandem Switch to originate a call to, or terminate a call from, a CLEC to a PACIFIC End Office, another LEC, Wireless Service Provider, an IXC or another switch, using the normal routing established in PACIFIC's tandem.

*4.5.2.1.1 When CLEC uses PACIFIC's LSNE (except where CLEC requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth Appendix Pricing.

*4.5.2.2 Technical Requirements for Tandem Switching

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

4.5.2.2.1 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

4.5.2.2.2 Tandem Switching shall provide connectivity to Operator Systems as mutually agreed by the parties to CLEWCLEC operator-to-LEC operator connections for BLV;

4.5.2.2.3 Tandem Switching shall provide access to Toll Free number portability database as described in

*represents a Non-Voluntary Arrangement.

the above TR and TR-NWT-000533, Issue 3.1.2 (“Access Tandem/SSP”) for calls between Equal Access End Offices and the Access Tandem.

4.5.3 When CLEC uses PACIFIC’s ULS (except where CLEC requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth in Appendix Pricing.

4.5.4 Implementation Schedule

4.5.4.1 Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

4.5.4.2 Tandem switching rates are as specified in Appendix Pricing.

*4.6 Packet Switching

4.6.1 Definition. Packet Switching is defined as the packet switching capability Network Element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, Packet Switching includes the basic packet switching function of routing or forwarding packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

4.6.1.1 The ability to terminate copper customer loops (which include both a low-band voice channel and a high-band data channel, or solely a data channel);

4.6.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

4.6.1.3 The ability to extract data units from the data channels on the loops, and

4.6.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

4.6.2 PACIFIC shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of a PACIFIC central office (a “Service Area”) where each of the following conditions are satisfied:

4.6.2.1 PACIFIC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or PACIFIC has deployed any other system in which fiber optic facilities prevent CLEC from obtaining a continuous copper facility between the retail customer’s premises and PACIFIC’s central office; and

*represents a Non-Voluntary Arrangement.

4.6.2.2 PACIFIC cannot make a continuous copper loop available for use by CLEC capable of supporting the xDSL services CLEC seeks to offer; and

4.6.2.3 PACIFIC has not permitted CLEC, within thirty (30) days of an CLEC request, to collocate for the purposes of deploying necessary electronics, including but not limited to plug-in cards for DLCs located at PACIFIC RTs. In addition, PACIFIC does not allow CLEC to interface with the copper plant serving the customer's premises and, at CLEC's option, to interconnect within PACIFIC loop distribution facilities prior to its termination on PACIFIC's MDF; and

4.6.2.4 PACIFIC, either directly or through an affiliated entity, has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a customer within such Serving Area.

4.6.3 Where PACIFIC is required to provide Packet Switching to CLEC, PACIFIC shall provide interconnection at any technically feasible point selected by CLEC.

4.6.4 Packet Switching functionality provided pursuant to this Appendix in combination with unbundled Loops that were installed prior to the date on which PACIFIC is able to demonstrate the conditions required in Section 4.6.2 shall not be disrupted or disconnected by PACIFIC, and shall continue to be provided until such time as CLEC issues an order to disconnect the Network Elements.

4.6.5 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in General Terms and Conditions.

5.0 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

See Appendix OS and Appendix DA. In accordance with Section 51.319(f) of the FCC's unbundling rules, PACIFIC is required to provide nondiscriminatory access in accordance with Section 51.311 and section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis for the provision of a telecommunications service where the incumbent LEC does not provide customized routing or a compatible signaling protocol.

6.0 CROSS CONNECTIONS

6.1 The cross connect is the media between PACIFIC's distribution frame and a CLEC designated collocation space or other PACIFIC unbundled network element purchased by CLEC, the PACIFIC UNE and a CLEC designated point of access, or the media between PACIFIC UNE and a Collocation area for the

*represents a Non-Voluntary Arrangement.

purpose of permitting CLEC to connect the PACIFIC to other UNEs or to CLECs own facilities. Where PACIFIC has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one PACIFIC UNE and another PACIFIC UNE.

- 6.2 PACIFIC shall provide cross connections within its Central Offices or Wire Centers, including, but not limited to cross connections at the following speeds DS0, DS1, DS3 and OCn where available:

- 6.2.1 between a loop and:

- 6.2.1.1 CLEC's POT for it's physical collocation arrangement

- 6.2.1.2 Other PACIFIC equipment or other Network Elements (e.g., multiplexer, DCS, Dedicated Transport).

- 6.2.2 Between other PACIFIC-provided equipment or other UNEs (e.g. multiplexer, DCS, dedicated transport) and:

- 6.2.2.1 CLEC's POT for its physical collocation arrangement.

- 6.2.2.2 Other PACIFIC equipment or other Network Elements.

- 6.3 To the extent required by the FCC, PACIFIC will at its option permit CLEC to interconnect its network with that of another collocating telecommunications carrier at PACIFIC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises provided that the collocated equipment is also used for interconnection with PACIFIC or for access to PACIFIC's Unbundled Network Elements. Subject to the conditions above PACIFIC will provide the connection between the equipment in the collocated spaces of two or more telecommunications carriers and any necessary DCS or other equipment at the requesting competitive local carrier's expense, unless PACIFIC permits one or more of the collocating parties to provide this connection for themselves. PACIFIC need not permit collocating telecommunications carriers to place their own connecting transmission facilities within PACIFIC's premises outside of the actual Physical Collocation space.

7.0 PROJECTS & COORDINATED CUT PROJECTS

- 7.1 For basic loops, a project is defined as a request of twenty or more lines to a single Customer's minimum point of entry (MPOE). The parties will mutually agree on an implementation schedule.

- 7.2 Reserved for future use.

*represents a Non-Voluntary Arrangement.

- 7.3 On each Loop order in a Wire Center, CLEC will contact PACIFIC and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both CLEC and PACIFIC personnel will make telephone contact to begin the cutover activity. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday, excluding holidays) will be billed as time and material.
- 7.4 Within the appointed half hour cutover time, CLEC will call PACIFIC's Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) business hours prior to the start of the interval, CLEC and PACIFIC will reschedule the work order on a mutually negotiated basis.
- 7.5 If either CLEC or PACIFIC cannot comply with the schedule, that party will timely notify the other. If CLEC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, CLEC will pay PACIFIC the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If PACIFIC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, PACIFIC will waive any applicable NRC. If PACIFIC's LOC is not available or ready when CLEC calls during the half (1/2) hour interval, PACIFIC will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.

8.0 NETWORK INTERFACE DEVICE (NID)

- 8.1 The NID is provided as the loop interface used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its End-User. The NID contains the connection points or posts to which the service provider and the End-User customer each make its connections.
- 8.1.1 With respect to multiple dwelling units or multiple unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire, and will not require any connection with the PACIFIC NID, unless such premises are served by "single-subscriber" type NIDs.
- 8.1.2 To the extent and PACIFIC NID exists, it will be the interface to the inside wiring, unless CLEC and the customer agree to an interface that bypasses the PACIFIC NID.
- 8.1.3 Under this Agreement, PACIFIC shall offer two general types of NIDs:

*represents a Non-Voluntary Arrangement.

- 8.1.3.1 Simple NID: A Simple NID is a standard network interface (SNI), the use of which permits the Customer's inside wiring to be isolated from PACIFIC's network.
- 8.1.3.2 Complex NID: A Complex NID is a building terminal where an Customer's inside wiring terminates on PACIFIC's network.
- 8.2 If CLEC provides its own local loop, CLEC will place its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the PACIFIC NID.
- 8.3 Unless requested by CLEC, no coordination is needed for CLEC to access the customer side of PACIFIC's NID. If CLEC requests PACIFIC to move or rearrange PACIFIC's NID, PACIFIC and CLEC will coordinate such rearrangements. Time and Material charges will be applied for these rearrangements at the rates specified in Appendix Pricing. In addition, unless otherwise agreed by CLEC and PACIFIC, neither Party shall access the network side of the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.
 - 8.3.1 Upon request, PACIFIC will dispatch a technician to tag the Customer's inside wire facilities on the Customer's side of the NID. In such cases, a Premise Visit charge shall apply as a Dispatch without Installation of NID. If loop/NID terminating information provided to CLEC is incorrect due to PACIFIC error, PACIFIC will, when required, dispatch a technician at PACIFIC's expense.
- 8.4 The PACIFIC NIDs that CLEC uses under this Appendix will be existing NIDs installed by PACIFIC to serve its customers.
- 8.5 CLEC shall not attach to or disconnect PACIFIC's ground. CLEC shall not cut or disconnect PACIFIC's loop from its protector. CLEC shall not cut any other leads in the NID. CLEC shall protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC shall tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.
- 8.6 TECHNICAL REQUIREMENTS
 - 8.6.1 PACIFIC's NID shall provide an accessible point of interconnection for the subscriber-owned inside wiring, for PACIFIC's facilities, for the Distribution Media and/or cross connect to CLECWLEC's NID, and shall maintain a connection to ground.
 - 8.6.2 PACIFIC's NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media

*represents a Non-Voluntary Arrangement.

and/or cross connect to CLEC's NID, consistent with the NID's function at the Effective Date of this Agreement.

- 8.6.3. Protection of Facilities. In no case shall either Party connect to the NID or tie down its connecting facility directly over the other Party's facility without prior approval of the other Party and without conditioning having been performed to isolate each Party's network. Furthermore, in no instance shall either Party attach its connecting facility in any manner so as to cause voltage or its own dial tone to occur on the other Party's network.
- 8.6.4. Drops. Either Party shall be permitted to secure its drop facility to its NID by grounding it in an appropriate manner. Upon disconnection of service to the Customer customer, either Party may leave its drop in place until another LEC or CLEC needs access to the NID.

9.0 LOOP CONCENTRATOR/MULTIPLEXER

- 9.1 Loop Concentrator/Multiplexer: With the exception of DSLAMs, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions, and capabilities of such facilities including multiplexing capabilities.
- 9.2 Definition. The Loop Concentrator/Multiplexer does one or more of the following:
 - (a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
 - (b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
 - (c) aggregates a specified number of signals or channels to fewer channels (concentrating);
 - (d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
 - (e) in some instances performs electrical to optical (E/O) conversion.
- 9.3 Reserved for future use.
- 9.4 The Loop Concentrator/Multiplexer function may be provided through an Integrated Digital Loop Carrier (IDLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated. Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.

*represents a Non-Voluntary Arrangement.

- 9.5 PACIFIC will provide all technically feasible types of multiplexing/demultiplexing, including optical multiplexing when ordered in conjunction with a loop or UDT. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.
- 9.6 Interfaces for Central Office Multiplexing at the DS1 level will be provided in accordance with national standards.
- 9.7 The Loop Concentrator/Multiplexer must provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and Ocn, where available.

10.0 TRANSPORT

- 10.1 Dedicated Transport is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications between two wire centers or switches owned by PACIFIC or between a wire center or switch owned by PACIFIC and a CLEC owned or provided switch. Dedicated Transport includes the following rate elements.
 - (a) Interoffice Transport Fixed - Billed per termination at each PACIFIC end office
 - (a) Interoffice Transport Variable - Billed per mile for the transmission path that extends between each PACIFIC end office.
 - (b) Entrance Facility – Applies from PACIFIC’s wire center (serving wire center) to CLEC’s location.
 - (c) Multiplexing - Applies when CLEC orders multiplexing as an option and in conjunction with Unbundled Dedicated Transport
 - (e) Digital Cross Connect System (“DCS”) - PACIFIC will offer access to Digital Cross-Connect System(s) (“DCS”) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.
- 10.1.1 PACIFIC will offer Dedicated Transport as a circuit (e.g. DS1, DS3 and OCn levels as well as concatenated signals over fiber, where available dedicated to CLEC. When PACIFIC provides Dedicated Transport as a circuit or as capacity on a higher capacity system, PACIFIC shall operate the Dedicated Transport in parity with PACIFIC’s normal operations practices and shall provide any necessary multiplexing, grooming and redundant equipment and facilities necessary to support protection and restoration.
- 10.1.2 PACIFIC will provide transport at the following speeds: DS1 (1.544 Mbps), and DS3 (45 Mbps), and OC3, OC12, OC48, and higher speeds to

*represents a Non-Voluntary Arrangement.

CLEC as they are developed and made available to PACIFIC's Customers. Availability of unbundled transport services at transmission rates other than those provided in Appendix Pricing are subject to CLEC's request.

- 10.1.3 PACIFIC shall provide to CLEC protection and restoration of equipment and interfaces at parity with levels PACIFIC maintains for its own transport facilities.
- 10.1.4 PACIFIC shall comply with Telcordia and industry standards to the extent implemented in PACIFIC's transport network.
- 10.1.5 PACIFIC shall provide to CLEC redundant power supply or battery back-up to the extent implemented in PACIFIC's transport network.
- 10.1.6 PACIFIC shall provide to CLEC provisioning and maintenance for Dedicated Transport performed to the same extent such provisioning and maintenance are performed on PACIFIC's own transport network.
- 10.1.7 Where deployed in PACIFIC's network, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 10.1.8 Where CLEC requests physical diversity, PACIFIC shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by CLEC). PACIFIC shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that CLEC employs the unbundled Network Element or until such time that CLEC notifies PACIFIC that physical diversity is no longer required. PACIFIC will provide physical diversity to CLEC without requiring CLEC to use the BFR process. If physical diversity is required to make a UNE function as specified, PACIFIC will provide it at no charge. If CLEC wishes to order physical diversity under other circumstances, CLEC shall place an order under PACIFIC's applicable tariff.
- 10.1.9 PACIFIC shall offer the following interface transmission rates for Dedicated Transport:
 - 10.1.9.1 DS1 (Extended SuperFrame - ESF, D4 shall be provided);
 - 10.1.9.2 DS3 (C-bit Parity, M13 shall be provided).
- 10.1.10 Where deployed, PACIFIC will make available to CLEC interoffice transport services capable of interfacing on copper, coaxial cable, and optical fiber facilities. Consistent with current bundled offerings, the interoffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier ("OC")-48 or higher if available on a higher capacity system.
- 10.1.11 Transmission Levels. Where deployed, PACIFIC will make dedicated transport available at the following speeds: DS1, DS3, and commercially

*represents a Non-Voluntary Arrangement.

available Optical Carrier levels (e.g., OC-3/12/48) or higher if available on a higher capacity system.

10.1.11.1 PACIFIC shall provide a cross-connect between Dedicated Transport and CLEC's collocation arrangement using the following interfaces for the physical point of termination:

10.1.11.1.1 DSX1 for DS1s;

10.1.11.1.2 DSX3 for DS3s; and

10.1.11.1.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.1.12 PACIFIC will provide SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces).

10.1.13 The technical requirements, transmission performance specifications, interface combinations and test requirements for Unbundled Interoffice Transmission Facilities are included in PACIFIC'S Publication L-780059-PB/NB for DS1 and DS3 transmission rates and in Publication L-780046-PB/NB for SONET transmission rates.

10.1.14 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on PACIFIC's own transport network.

10.2 Intentionally Omitted.

*10.3 Shared Interoffice Transport: Shared transport will only be available where CLEC purchases ULS. Shared transport provides connectivity and call completion from a PACIFIC end office where ULS is purchased and the terminating PACIFIC end office or POI where the call leaves PACIFIC's network. Shared Transport is an interoffice transmission path between two PACIFIC end office trunk ports, made available for non-discriminatory use by PACIFIC and one or more CLECs. Shared Transport is distinct and separate from switching. Shared Transport routes local calls between PACIFIC switches (end office to end office and end office to tandem), jointly using equipment and facilities employed by PACIFIC to route calls for retail customers of PACIFIC's, except that PACIFIC shall route CLEC's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by CLEC in connection with ULS option "C" under this Appendix above.

10.3.1 Use of the tandem is included in the Shared Interoffice Transport charges set forth in Appendix Pricing.

10.3.2 PACIFIC shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

*represents a Non-Voluntary Arrangement.

10.3.3 At a minimum, Shared Transport shall meet the requirements set forth in the applicable industry standard technical references.

10.3.4 Common Transport: PACIFIC will provide Common Transport to CLEC when CLEC orders ULS. Common transport will be available between PACIFIC End Office switch ports and PACIFIC's Tandem Switches.

10.4 Intentionally Omitted.

*10.4.1 Cross Boundary UDT Meet Point Facilities Arrangements

10.4.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between PACIFIC and another neighboring Incumbent Local Exchange Carrier (PACIFIC) PACIFIC will be a willing participant in CLEC's efforts to midspan join an UDT Facility ordered from PACIFIC with one of the same ordered by the same CLEC from the neighboring PACIFIC. It is the responsibility of CLEC to negotiate with each PACIFIC individually, and to order each piece of the Meet Point transmission facility from each individual PACIFIC separately in order to provide UDT from each PACIFIC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

10.4.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

10.4.1.2.1 Non Recurring Charges: 100% of PACIFIC existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other PACIFIC. Each of these charges are found in Appendix Pricing.

10.4.1.2.2 Monthly Charges: PACIFIC will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within PACIFIC territory, as determined by the NECA 4 tariff. There will not be any compensation to the other PACIFIC.

*represents a Non-Voluntary Arrangement.

- 10.4.1.2.3 PACIFIC's current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two PACIFIC's ordering and provisioning intervals will apply.

11. EXTENDED LOOP COMBINATION

*11.1 PACIFIC agrees to provide CLEC with extended loop functionality that is a combination of currently available UNEs in accordance with the FCC order. The UNEs will be made available and combined at the prices set forth in Appendix Pricing, subject to modification as set forth therein. PACIFIC shall also offer CLEC extended loop at the DS0, DS1, DS3, and OCn level, and charges for combining such network elements shall be limited to recovering the costs PACIFIC incurs for combining such elements, without any additional markup related to the combining.

11.2 Intentionally Omitted.

*11.3 Extended loop will only be available to CLEC when CLEC is the provider of the Customer's switched local telephone exchange service. The dedicated transport will be established from CLEC customer's PACIFIC serving wire center to CLEC's collocation cage in a different PACIFIC central office. CLEC must order dedicated transport from the collocation cage to the wire center serving CLEC's Customer. In addition, PACIFIC must provide MUX and cross connect when appropriate.

11.4 Subsequent to establishing the dedicated transport, CLEC will order each loop and provide PACIFIC with the Channel Facility Assignment (CFA).

12. DARK FIBER/UNUSED TRANSMISSION MEDIA

12.1 Definition. Unused Transmission Media is physical transmission media (e.g., optical fiber, copper twisted pairs, and coaxial cable) physically connected to facilities that PACIFIC currently uses to provide service but which is not itself being used to provide service. This is commonly referred to as spare cable, coax, or fiber pairs. Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes fiber that has not been activated through connection to the electronics that "light it" and thereby render it capable of carrying communications services.

*12.1.1 Anything to the contrary in this Section 12 notwithstanding, PACIFIC shall be required to terminate all fiber within its Central Offices by physically connecting such fiber to a fiber distribution frame. Such fiber

*represents a Non-Voluntary Arrangement.

shall be considered Dark Fiber and PACIFIC shall make it available to CLEC in accordance with the requirements of this Section 12.

12.2 Intentionally Omitted.

12.3 Intentionally Omitted.

12.4 Intentionally Omitted.

*12.5 Spare Fiber Inventory Availability and Condition

All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned. Spare dark fiber does not include maintenance spares, defective fibers, or fibers subscribed to by other carriers.

12.6 Determining Spare Fibers:

PACIFIC will inventory and track spare dark fibers. Spare fibers do not include the following:

Maintenance spares.

Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: 2 maintenance spare fibers
- Cables with 36 and 48 fibers: 4 maintenance spare fibers
- Cables with 72 and 96 fibers: 8 maintenance spare fibers
- Cables with 144 fibers: 12 maintenance spares
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares

12.7 Defective fibers

Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

12.8 Intentionally Omitted.

12.9 Quantities and Time Frames for ordering Dark Fiber:

*12.9.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two.

*represents a Non-Voluntary Arrangement.

- 12.9.2 Intentionally Omitted.
- 12.10 Intentionally Omitted.
- 12.11 Intentionally Omitted.
- 12.12 Intentionally Omitted.
- 12.13 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. PACIFIC will test the fiber to determine transmission levels prior to turning that fiber over to CLEC. Those test results will be provided to CLEC allowing CLEC to determine if that fiber segment meets CLEC's needs.
- 12.14 Intentionally Omitted.
- 12.15 Intentionally Omitted.
- 12.16 Intentionally Omitted.
- 12.17 Intentionally Omitted.
- 12.18 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an PACIFIC approved splitter shelf. This arrangement allows for non-intrusive testing. PACIFIC will install demarcations and make connectivity from the dark fiber to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to CLEC's equipment.
- 12.19 CLEC may place and utilize industry accepted Dense Wavelength Division Multiplexing capabilities for use on PACIFIC's dark fiber. Any equipment utilized in conjunction with dark fiber by CLEC will be placed on CLEC side of the demarcation point.

***12.20 REQUIREMENTS**

- 12.20.1 PACIFIC shall offer all Unused Transmission Media to CLEC as an unbundled element in accordance with the prices set forth in Appendix Pricing.
- 12.20.2 PACIFIC shall provide a single point of contact (SPOC) for negotiating all Unused Transmission Media lease agreements.
- 12.20.3 PACIFIC shall provide Unused Transmission Media in working order.
- 12.20.4 PACIFIC shall provide to CLEC information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a

*represents a Non-Voluntary Arrangement.

field based answer, after receiving a request from CLEC ("Request"). Within such time period, PACIFIC shall send to CLEC written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, PACIFIC shall reserve such requested Unused Transmission Media for CLEC's use and may not allow any other party to use such media, including PACIFIC.

12.20.5 PACIFIC shall make Unused Transmission Media available to CLEC within twenty (20) business days after it receives written confirmation from CLEC that the Unused Transmission Media previously deemed available by PACIFIC is wanted for use by CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable CLEC to connect or splice CLEC provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

12.20.6 PACIFIC shall include forecasted CLEC requirements in the design and expansion of its network and capacity to accommodate requests under this Section 12.

***12.21 REQUIREMENTS SPECIFIC TO DARK FIBER**

12.21.1 Dark Fiber shall meet the manufacturers' design specifications.

12.21.2 CLEC may test Dark Fiber leased from PACIFIC using CLEC or CLEC designated personnel. PACIFIC shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber. PACIFIC shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

12.21.3 Pricing

12.21.3.1 When CLEC submits an inquiry for dark fiber or orders dark fiber, CLEC will pay the appropriate rates for dark fiber inquiry, dark fiber and dark fiber cross connect to collocation as set forth in the Pricing Appendix.

13.0 SIGNALING AND DATABASES

13.1 Signaling Networks

13.1.1 General Description and Specifications of the Unbundled Element: As described in this section, PACIFIC will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. PACIFIC will also make available unbundled nondiscriminatory access to SS7 signaling links and PACIFIC's Signaling

*represents a Non-Voluntary Arrangement.

Transfer Points (STPs). The provision of Unbundled SS7 Interconnection Service is not available under this agreement by mutual agreement of the parties. However, Unbundled SS7 Interconnection Service may be incorporated into this agreement by Appendix or amendment as applicable at a subsequent date by mutual agreement of the parties.

***13.2 Advanced Intelligent Network Databases ("AIN")**

13.2.1 General Description and Specifications of the Unbundled Element

13.2.1.1 CLEC may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. PACIFIC will provide CLEC with query access to PACIFIC's AIN SCP or successor databases to support AIN services in two ways: from PACIFIC's unbundled switch element residing in an AIN-capable end office or from CLEC's own switch. PACIFIC will provide CLEC access to PACIFIC's End-Office triggers when CLEC purchases PACIFIC's LSNE in order to invoke CLEC developed AIN services residing on PACIFIC's SCP or successor databases. AIN database access may not be used to access other databases.

13.2.2 Form of Access

13.2.2.1 CLEC's query access to PACIFIC's AIN SCPs will be via interconnection at PACIFIC's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

13.2.3 General Terms and Conditions

13.2.3.1 PACIFIC will require access mediation to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent CLEC traffic overloads from interfering with PACIFIC's AIN SCP operation.

13.2.3.2 PACIFIC will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by CLEC for its own Customers exclusively. Subject to the Parties' respective obligations under the law to permit resale, CLEC will not be permitted to alter such access to PACIFIC's AIN SCP for use in part or in whole by third parties.

13.2.3.3 CLEC access to PACIFIC's AIN SCP and AIN based services deployed on such SCP will be mutually agreed upon on an individual case basis with all rates, terms, and conditions to be

*represents a Non-Voluntary Arrangement.

determined depending upon the specific nature of CLEC's request. The parties will cooperate to conduct on a reasonably prompt basis such testing as may be necessary to determine the technical feasibility of CLEC's request.

13.2.4 SMS For AIN

13.2.4.1 General Description and Specifications of the Unbundled Element

This product will allow CLEC to update AIN service data residing in PACIFIC's AIN network for use on CLEC lines.

13.2.4.2 Form of Access

13.2.4.2.1 PACIFIC will provide CLEC access to PACIFIC's AIN service management system ("SMS") for the purpose of provisioning CLEC-developed AIN services residing on PACIFIC's SCP. PACIFIC will also provide CLEC access to PACIFIC's AIN SMS for the purpose of provisioning CLEC's own customer data, in which case CLEC shall have access to an unbundled PACIFIC AIN service residing on PACIFIC's AIN SCP. PACIFIC will provide, at CLEC's request, electronic access to an AIN SMS system when available.

13.2.4.2.2 The Parties will mutually agree to the rates for such access.

13.2.4.3 Access to the Service Creation Environment ("SCE") of the AIN Database

13.2.4.3.1 General Description and Specifications of the Unbundled Element

13.2.4.3.1.1 PACIFIC will provide CLEC access to PACIFIC's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access. All AIN services may require testing in PACIFIC's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with PACIFIC's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

*represents a Non-Voluntary Arrangement.

13.2.4.3.2. Form of Access. PACIFIC will provide to CLEC the following forms of access to SCE and any other forms of access mutually agreed upon:

- i. Under Option 1, CLEC personnel will operate PACIFIC's SCE terminals themselves.
- ii. Under Option 2, CLEC will develop service logic using CLEC's Telcordia SPACE platform and will transfer the file to PACIFIC for testing and deployment.

13.2.5. General Terms and Conditions

Either party may initiate Alternate Dispute Resolution, pursuant to Appendix GT&C, to resolve disputes regarding AIN.

13.3 Intentionally Omitted.

13.4 Customer Records in LIDB

13.4.1 Facilities-based carriers and UNE-P providers are responsible for administering their Customer records in LIDB. Facilities based carriers will administer their records through direct interfaces to the LIDB SMS. UNE-P carriers can choose to administer their data either through LSRs or direct access to the LIDB SMS, but not both. CLEC's failure to properly administer its customer records in LIDB may result in LIDB based services working incorrectly.

13.4.2 SMS For LIDB: PACIFIC will provide access to the Service Management System for LIDB, referred to as the LIDB Administrative System (LIDB/AS) if CLEC requests such access. The parties agree to negotiate the terms and conditions of such access at the time CLEC requests such access. Access to LIDB/AS will allow CLEC to create, modify, update or delete the Customer line information in the LIDB. For a CLEC Customer, line information includes, but is not limited to, telephone number and pre-assigned calling card PIN and billed number screening data (collect and third number billing indicators). The LIDB updates are processed continuously through service order input to LIDB/AS, which then updates LIDB.

*represents a Non-Voluntary Arrangement.

TABLE 1
Page 51 of 54
PACIFIC BELL/NEXTLINK CALIFORNIA, INC.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service – POTS	Assured Link	
Switched Services (Using PACIFIC UNE Switching)	2 wire loop & Port	ISDN (BRI) – POTS		
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX service	- Super trunk - DID - DOD 2way	
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX ISDN (PRI)		
Switched Services (e.g., loops to CLEC provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	- Assured Link - Digital link (ISDN/xDSL) - Cooper Switched Digital link - Data Conditioning	

*represents a Non-Voluntary Arrangement.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Switched Services (e.g., loops to CLEC provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	- Assured Link - Digital link (ISDN/xDSL) - Copper Switched Digital link - Data Conditioning	
Switched Services (e.g., loops to CLEC provided switching)	2/4 wire loop (DS-1 or xDSL)+ high speed data Transport	High speed data service Customer Prem to CLEC CO		
EEL	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to CLEC CO or CLEC Collocation space, at CLEC's option (This is a basic hi-cap to Mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	The MUX channel plugins would be ordered on the loop to mux combo.	
EEL	2/4 wire loop to existing Mux (CLEC to supply Mux CFA)	Analog loop to Mux (CLEC to provide CFA)	- Assured Link - Data Conditioning - Channel plugs supporting loop facilities to customer prem.	

*represents a Non-Voluntary Arrangement.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
EEL	4 wire loop to Mux (CLEC to supply Mux CFA)	Analog loop to Mux (CLEC to provide CFA)	- Assured Link - Data Conditioning - D4 Channel plugs supporting loop facilities to customer prem.	
Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning	
Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning - Bridging	

*represents a Non-Voluntary Arrangement.

<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)</u>
Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	- Assured Link - Digital link (ISDN/xDSL) - Data Conditioning	
Prem to Prem Service	4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., OC-n, or DS-1/3 Service) Prem to Prem		
EEL	2/4 wire loop + Multiplexing + high speed data Transport (CLEC to supply Mux CFA)	The EEL allows CLEC to serve a customer by extending a customer's loop from the end office serving that customer to a different office or distant CLEC collocation arrangement, at CLEC's option.	EELs may optionally be ordered in a two-part arrangement. See combinations 5a and 5b.	

*represents a Non-Voluntary Arrangement.

APPENDIX PRICING

TABLE OF CONTENTS

1.	UNBUNDLED NETWORK ELEMENTS AND COLLOCATION.....	3
2.	RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS Intentionally Left Blank	4
3.	RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC Intentionally Left Blank	4
4.	OTHER	4
5.	RESERVATION OF RIGHTS	4
6.	UNBUNDLED LOCAL SWITCHING COMPENSATION.....	5

*represents a Non-Voluntary Arrangement.

PRICING

1. UNBUNDLED NETWORK ELEMENTS AND COLLOCATION

The prices charged to CLEC for Network Elements are as specified in the Attachments A (Recurring) and B (Non-recurring) to this Appendix. As indicated in the attachments some prices are interim. All interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Once Commission-determined prices are adopted, the OANAD prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement.

All prices provided for in this Agreement, and any subsequent price changes due to OANAD proceedings, will take up to six (6) months to implement in PACIFIC's billing systems. Until such time as the prices are implemented, PACIFIC may continue to bill at the established prices contained within the prior agreement. A retroactive true-up and refund of prices, without interest, on account of this billing delay will be done upon completion of the new billing table.

As indicated in the attachments some prices are interim. Interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Interim rates will be subject to retroactive true-up and refund of prices, with simple interest at Pacific's weighted cost of capital of 10 percent, retroactively to the Effective Date of this Agreement.

As indicated by the acronym "TBD", which stands for "To Be Determined", in Attachment A of this Appendix Pricing, rates for some Network Elements or Collocation services have not been determined as of the Effective Date ("TBD Rates"). With respect to all TBD Rates, once CLEC expresses a firm interest in buying that Network Element or Collocation service but prior to CLEC ordering any Network Element or Collocation service with a TBD Rate, the Parties shall meet, at CLEC's request, to establish applicable rates. During such meeting, PACIFIC shall provide CLEC, without limitation, with its TELRIC-based cost analysis and related supporting detail for the Network Element or Collocation service which CLEC wishes to order. If no agreement on a rate is reached within thirty (30) days of CLEC's request for a meeting, the Parties shall propose rates for the Network Element or Collocation service in question to the Commission in an appropriate proceeding. The Parties agree that they will jointly seek an expeditious resolution and final decision from the Commission in the proceeding in which the rates in question will be set. The foregoing requirements for "TBD Rates" does not apply to elements or services that are not UNEs or part of Collocation service.

*represents a Non-Voluntary Arrangement.

In the interim, prior to a Commission decision, PACIFIC shall provision the TBD item(s) and shall set the price(s) for the TBD item(s) based on its TELRIC costs. PACIFIC will track and record all quantities provisioned, durations, and amounts of payment for the TBD item(s) ordered by CLEC. If the Commission-determined price is lower than the price set by PACIFIC, PACIFIC shall refund to CLEC all payments in excess of the Commission established price, with simple interest at Pacific's weighted cost of capital of 10 percent. If the Commission-determined price is higher than the price set by PACIFIC, CLEC shall be responsible for payment of the difference between the prices, with simple interest at Pacific's weighted cost of capital of 10 percent.

CLEC shall be responsible for payment of the rates once established as set forth above.

2. Intentionally Left Blank
3. Intentionally Left Blank
4. OTHER

The following prices also shall apply:

- Selective Router Maps will be \$133.00 each.
- References to PACIFIC's Switched and Special Access tariffs or service shall mean the rates in PACIFIC's intrastate (Cal. Schedule PUC 175-T) or interstate (FCC No. 128) access tariffs, as applicable, shall apply.

Rates in this section shall remain in effect until the Commission or the FCC determines different rates in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission or the FCC, said different rates shall apply prospectively instead of the rates set forth herein for the remaining Term of this Agreement.

5. RESERVATION OF RIGHTS

In entering into this Agreement, the Parties reserve all appellate rights with respect to the rates, terms and conditions provided for herein and do not waive any legal arguments by executing this Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, the Parties shall engage in good faith negotiations to establish appropriately revised rates and to incorporate such modifications into this Agreement. If Parties fail to mutually agree on such revisions

*represents a Non-Voluntary Arrangement.

within a reasonable time or in the event of any dispute, the Parties will use the Expedited Dispute Resolution process set forth in this Agreement.

6. UNBUNDLED LOCAL SWITCHING COMPENSATION

6.1 This section describes the compensation arrangements between CLEC and PACIFIC for Local Traffic, Toll, and Switched Access Services when CLEC has purchased PACIFIC's unbundled local switching.

6.2 When unbundled local switching (ULS) is purchased, PACIFIC will provide SS7 signaling for all originating calls in the same manner as PACIFIC uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the ULS "set-up per call" charge.

6.3 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to CLEC ULS from third party CLECs (both ULS and facilities based).

6.4 The Parties shall compensate each other based on the following language and the rates provided in Pricing Schedule to this Appendix.

6.4.1 Local Intra Switch Calls Using ULS (Option A)

6.4.1.1 Originating from a CLEC ULS Customer - CLEC will pay only unbundled local switch originating (ULS-O). The ULS-O rate element includes setup per call and per MOU for a call originating from a CLEC ULS line port that terminates to any Customer service which is connected to the same End Office Switch.

6.4.1.2 Terminating to a CLEC ULS Customer - No unbundled local switch terminating (ULS-T) rate element applies to CLEC. CLEC will not bill PACIFIC reciprocal compensation to terminate these calls.

6.4.2 Local Inter Switch Using ULS (Option A)

6.4.2.1 Originating from a CLEC ULS Customer to PACIFIC Customer - CLEC will pay the ULS-O, shared transport, and reciprocal compensation (at the End Office switching rate). The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).

*represents a Non-Voluntary Arrangement.

- 6.4.2.2 Originating from a CLEC ULS Customer to Third Party Carrier (both ULS and Facilities Based) – CLEC will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).
- 6.4.2.3 Originating from a CLEC ULS Customer to CLEC Customer (both ULS and Facilities Based) - CLEC will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU). Terminating charges shall be applied per section 7.4.2.7 and 7.4.2.8.
- 6.4.2.4 Terminating to a CLEC ULS Customer from PACIFIC Customer- No ULS-T rate element shall apply to CLEC and CLEC shall not bill PACIFIC reciprocal compensation.
- 6.4.2.5 Terminating to a CLEC ULS Customer from Facilities Based Third Party Carrier – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Third Party Carrier and can generate the appropriate call record to enable CLEC to bill the Third Party Carrier.
- 6.4.2.6 Terminating to a CLEC ULS Customer from Third Party Carrier ULS Customer– ULS-T rate element shall apply.
- 6.4.2.7 Terminating to a CLEC ULS Customer from Facilities Based CLEC Customer – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Facilities Based CLEC Customer and can generate the appropriate call record.
- 6.4.2.8 Terminating to a CLEC ULS Customer from CLEC ULS Customer – ULS-T rate element shall apply.
- 6.4.2.9 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to CLEC ULS from Third Party Carriers (both ULS and facilities based).

*represents a Non-Voluntary Arrangement.

6.4.3 IntraLATA Toll and InterLATA Calls Originated by CLEC ULS
Customer to IXC or PACIFIC

6.4.3.1 The Parties recognize that California is a 2 PIC state. However, PACIFIC is not an authorized PIC for a ULS Customer. All calls destined to PACIFIC Customers must be routed to an IXC of the ULS Customer's choice.

6.4.3.2 Originated by CLEC ULS Customer to IXC

6.4.3.2.1 Originating Toll Call from a CLEC ULS Customer - For intraLATA toll and interLATA calls, originated by CLEC customers and delivered to the IXC at the PACIFIC tandem switch, CLEC will pay ULS-O, common transport and tandem switching rate elements.

6.4.3.2.2 Originating Toll Call from a CLEC ULS Customer - For intraLATA toll and interLATA calls, originated by CLEC customers and the IXC elects to collect this traffic at an End Office via dedicated trunking, CLEC will pay the ULS-O rate element.

6.4.4 IntraLATA Toll and InterLATA Calls Terminated to a CLEC ULS
Customer from an IXC or PACIFIC

6.4.4.1 Terminating to CLEC ULS Customer from PACIFIC's
IntraLATA Toll Customer

6.4.4.1.1 Terminating Toll Call to a CLEC ULS Customer - For intraLATA toll and interLATA calls, terminated to a CLEC ULS customer from PACIFIC that are delivered via the PACIFIC tandem, CLEC will pay ULS-T and shared transport rate elements.

6.4.4.1.2 Terminating Toll Call to a CLEC ULS Customer - For intraLATA toll calls, terminated to a CLEC ULS customer from PACIFIC's IntraLATA Toll Customer, CLEC will pay ULS-T and will bill PACIFIC the appropriate switched access charges for toll.

*represents a Non-Voluntary Arrangement.

6.4.4.2 Terminating to CLEC ULS Customer from IXC

6.4.4.2.1 Terminating Toll Call to a CLEC ULS Customer - For intraLATA toll and interLATA calls, terminated to a CLEC ULS customer from the IXC that are delivered via PACIFIC's tandem, CLEC will pay ULS-T, common transport and tandem switching rate elements.

6.4.4.2.2 Terminating Toll Call to a CLEC ULS Customer - For intraLATA and interLATA toll calls, terminated to a CLEC ULS customer from the IXC where the IXC is directly interconnected at PACIFIC's End Office, CLEC will pay the ULS-T rate element.

*represents a Non-Voluntary Arrangement.

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

Page 410 of 760

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
 Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly																
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER														
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING														
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES														
54	PSD #1 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
55	PSD #2 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@														
56	PSD #2 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@														
57	PSD #2 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
58	PSD #3 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@														
59	PSD #3 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@														
60	PSD #3 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
61	PSD #4 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@														
62	PSD #4 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@														
63	PSD #4 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
64	PSD #5 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@														
65	PSD #5 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@														
66	PSD #5 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
67	PSD #7 - 2-Wire xDSL Loop Zone 1		\$ 9.87	@	@														
68	PSD #7 - 2-Wire xDSL Loop Zone 2		\$ 13.28	@	@														
69	PSD #7 - 2-Wire xDSL Loop Zone 3		\$ 23.13	@	@														
69A	FN: MCIW and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIw will, however, identify the PSD until such time as the FCC finds that																		
69B																			
70	4-Wire xDSL Loop																		
71	PSD #3 - 4-Wire xDSL Loop Zone 1		\$ 33.69	@	@														
72	PSD #3 - 4-Wire xDSL Loop Zone 2		\$ 40.42	@	@														
73	PSD #3 - 4-Wire xDSL Loop Zone 3		\$ 59.57	@	@														
74	FN: MCIW and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIw will, however, identify the PSD until such time as the FCC finds that this data is not required..																		
74A	Line Sharing:																		
75	HFPL Loop Zone 1	*	\$ 4.94	NA	NA														
76	Zone 2	*	\$ 6.64	NA	NA														
77	Zone 3	*	\$ 11.57	NA	NA														
78	Loop Qualification Process																		
79	Loop Qualification Process - Mechanizet		N/A	\$ 0.10	NA														
80	Loop Qualification Process - Manua		N/A	\$ 34.33	NA														
81	Loop Qualification Process - Detailed Manua		N/A	TBD	NA														
82	HFPL Splitter																		
83	SBC owned splitter--line at a time	*	\$ 1.66	N/A															
84																			
85	SUB-LOOPS																		
86	CO to RT sub-loop																		
87	2 Wire Analog	*	N/A	@@	@@														
88	4 Wire Analog	*	N/A	@@	@@														
89	2 Wire DSL	*	N/A	@@	@@														
90	4 Wire DSL	*	N/A	@@	@@														
91	2 Wire ISDN Compatible	*	N/A	@@	@@														
92	4 Wire DS1 Compatible	*	N/A	@@	@@														
93	DS3 compatible subloop	*	\$ 1,750.11	@@	@@														
94	CO to SAI Sub-Loop or RT																		
95	2 Wire Analog	*	\$ 4.33	@@	@@														
96	4 Wire Analog	*	\$ 20.49	@@	@@														
97	2 Wire DSL	*	\$ 4.70	@@	@@														
98	4 Wire DSL	*	\$ 12.65	@@	@@														
99	2 Wire ISDN Compatible	*	TBD	@@	@@														
100	4 Wire DS1 Compatible	*	TBD	@@	@@														
101	DS3 compatible subloop	*	N/A	@@	@@														
102	CO to Terminal sub-loop																		
103	2 Wire Analog	*	\$ 9.80	@@	@@														
104	4 Wire Analog	*	\$ 32.16	@@	@@														
105	2 Wire DSL	*	\$ 6.17	@@	@@														
106	4 Wire DSL	*	\$ 19.43	@@	@@														
107	2 Wire ISDN Compatible	*	TBD	@@	@@														

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
108		4 Wire DS1 Compatible	*	TBD	@@	@@														
109		DS3 compatible subloop	*	N/A	@@	@@														
110		SAI or RT to Terminal sub-loop																		
111		2 Wire Analog	*	\$ 4.92	@@	@@														
112		4 Wire Analog	*	\$ 13.08	@@	@@														
113		2 Wire DSL	*	\$ 4.92	@@	@@														
114		4 Wire DSL	*	\$ 13.08	@@	@@														
115		2 Wire ISDN Compatible	*	N/A	@@	@@														
116		4 Wire DS1 Compatible	*	N/A	@@	@@														
117		DS3 compatible subloop	*	N/A	@@	@@														
118		SAI or RT to NID sub-loop																		
119		2 Wire Analog	*	\$ 6.67	@@	@@														
120		4 Wire Analog	*	\$ 19.52	@@	@@														
121		2 Wire DSL	*	\$ 6.67	@@	@@														
122		4 Wire DSL	*	\$ 19.52	@@	@@														
123		2 Wire ISDN Compatible	*	N/A	@@	@@														
124		4 Wire DS1 Compatible	*	N/A	@@	@@														
125		DS3 compatible subloop	*	N/A	@@	@@														
126		Terminal to NID sub-loop																		
127		2 Wire Analog	*	\$ 2.96	@@	@@														
128		4 Wire Analog	*	\$ 8.25	@@	@@														
129		2 Wire DSL	*	\$ 2.96	@@	@@														
130		4 Wire DSL	*	\$ 8.25	@@	@@														
131		2 Wire ISDN Compatible	*	N/A	@@	@@														
132		4 Wire DS1 Compatible	*	N/A	@@	@@														
133		DS3 compatible subloop	*	N/A	@@	@@														
134		SPOI - ONLY																		
135		2 Wire Analog	*	BFR	@@	@@														
136		4 Wire Analog	*	BFR	@@	@@														
137		2 Wire DSL	*	BFR	@@	@@														
138		4 Wire DSL	*	BFR	@@	@@														
139		2 Wire ISDN Compatible	*	BFR	@@	@@														
140		4 Wire DS1 Compatible	*	BFR	@@	@@														
141		DS3 compatible subloop	*	BFR	@@	@@														
142																				
143																				
144																				
145																				
146																				
147																				
148																				
149																				
150																				
151		DSL Cross Connects																		
152		HFPL Cross Connect - CLEC Owned Non Integrated	*	\$ 0.88	@															
153		HFPL Cross Connect - CLEC Owned Integrated	*	\$ 0.88	@															
153a	Footnote: Non Integrated and Integrated versions are the same price per cross connect.																			
154		HFPL Cross Connect - SBC Owned	*	\$ 1.76	@															
155		Jack Panel		\$ 1.79	N/A															
155a	Footnote: Jack Panel is optional and is identical to the Basic Jack Panel under Cross Connects to Collocation.																			
156	The price assumes all Central Office cross-connects required to provision the HFPL product																			
157		HFPL OSS Charge																		
158		HFPL OSS Charge - per line	*	\$ 0.61	NA	NA														
159		HFPL (LST)																		
160		Line & Station Transfer		N/A	NA	NA														
161																				
162																				
163		DSL Conditioning Options	*	\$ 18.55																

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
 Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly																
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER														
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING														
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES														
164																			
165	<u>Cross Connects for the Adjacent Location Method for Accessing UNES</u>																		
166	<u>Termination of CLEC Cable</u>		TBD																
167																			
168	Loops																		
169	2 wire analog loop to Adjacent Location Method point of access		\$ 0.44																
170	4 wire analog loop to Adjacent Location Method point of access		\$ 0.88																
171	2 wire digital loop to Adjacent Location Method point of access		\$ 0.44																
172	4 wire digital loop to Adjacent Location Method point of access		\$ 0.88																
173																			
174	Unbundled Dedicated Transport																		
175	DS-1 to Adjacent Location Method point of access		\$ 16.52																
176																			
177	Switch Ports																		
178	Analog Line Port to Adjacent Location Method point of access		\$ 0.44																
179	ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access		\$ 0.44																
180	ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access		\$ 0.88																
181																			
182	<u>Cross Connects for UNE Connection Methods</u>																		
183	Analog Loop to the UNE Connection Methods point of access																		
184		2-Wire Mth 1	\$ 1.57																
185		Mth 2	\$ 1.62																
186		Mth 3	\$ 1.68																
187		4-Wire Mth 1	\$ 3.14																
188		Mth 2	\$ 3.24																
189		Mth 3	\$ 3.36																
190																			
191	Digital Loop to the UNE Connection Methods Point of Access																		
192		2-Wire Mth 1	\$ 1.57																
193		Mth 2	\$ 1.62																
194		Mth 3	\$ 1.68																
195		4-Wire Mth 1	\$ 3.14																
196		Mth 2	\$ 3.24																
197		Mth 3	\$ 3.36																
198																			
199	Switch Ports to the UNE Connection Methods Point of Access																		
200		Analog Line Port Mth 1	\$ 1.57																
201		Mth 2	\$ 1.62																
202		Mth 3	\$ 1.68																
203		BRI Port Mth 1	\$ 1.57																
204		Mth 2	\$ 1.62																
205		Mth 3	\$ 1.68																
206		PRI Port Mth 1	\$ 3.14																
207		Mth 2	\$ 3.24																
208		Mth 3	\$ 3.36																
209																			
210	Unbundled Dedicated Transport to the UNE Connection Methods Point of Access																		
211		DS1 Mth 1	\$ 18.02																
212		Mth 2	\$ 18.11																
213		Mth 3	\$ 19.39																
214		DS3 Mth 1	ICB																
215		Mth 2	ICB																
216		Mth 3	ICB																
217																			
218																			
219	<u>LOCAL SWITCHING CAPABILITY</u>																		

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
 Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
220	Ports																			
221	Analog Line Port/Basic Port		\$ 2.88	@																
222	Centrex Port		\$ 4.37	@																
223	Analog DID Trunk Port		\$ 4.18	@																
224	ISDN BRI Port		\$ 14.10	@																
225	ISDN PRI Trunk Port		\$ 167.18	\$ 2,820.30																
226	DS1 Trunk Port		\$ 20.99	@																
227																				
228																				
229																				
230																				
231	Basic Port/Analog Line Port Features per feature (per port)																			
232	Hunting		\$ 0.29	@																
233																				
234	Vertical Features																			
235	Call Forwarding Variable		\$ 0.57	@																
236	Busy Call Forwarding		\$ 0.56	@																
237	Delayed Call Forwarding		\$ 0.56	@																
238	Call Waiting		\$ 0.56	@																
239	Three Way Calling		\$ 0.57	@																
240	Call Screen		\$ 0.63	@																
241	Message Waiting Indicator		\$ 0.56	@																
242	Repeat Dialing		\$ 0.65	@																
243	Call Return		\$ 0.65	@																
244	Call Forwarding Busy/delay		\$ 0.56	@																
245	Remote Call Forwarding		\$ 0.93	@																
246	Speed Calling 8		\$ 0.56	@																
247	Speed Calling 30		\$ 0.56	@																
248	Intercom		\$ 0.62	@																
249	Intercom Plus		\$ 0.62	@																
250	Remote Access to Call Fwding		\$ 0.60	@																
251	Select Call Forward		\$ 0.60	@																
252	Direct -Shared		\$ 0.56	@																
253	Direct -Unshared		\$ 0.56	@																
254	Call Trace		\$ 0.57	@																
255	Speed Call 6		\$ 0.56	@																
256	Call Restriction		\$ 0.88	@																
257	Distinctive Ringing		\$ 0.56	@																
258	Directed Call Pickup		\$ 0.57	@																
259	WATS Access per Port		\$ 0.56	@																
260	WATS Access per Group		\$ 1.73	@																
261	Caller ID		\$ 0.73	@																
262	Caller ID Blocking		\$ 0.58	@																
263	Caller Hold		\$ 0.56	@																
264	DNCF		\$ 0.96	@																
265	Centrex-Like Features																			
266	Automatic Callback		\$ 0.44	@																
267	Call Forwarding Variable		\$ 0.29	@																
268	Call Forwarding BusyLine		\$ 0.28	@																
269	Call Forwarding Don't Answer		\$ 0.28	@																
270	Call Hold		\$ 0.28	@																
271	Call Pick-up (Group and Station)		\$ 0.30	@																
272	Call Waiting - Intragroup		\$ 0.28	@																
273	Call Waiting - Originating		\$ 0.28	@																
274	Call Waiting - Incoming		\$ 0.28	@																
275	Caller ID		\$ 0.52	@																

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
 Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly												
2			Recurring	"@" INDICATES TO REFER	"@@" INDICATES TO REFER										
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING										
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES										
276	Caller ID Blocking		\$ 0.28	@											
277	Conferencing - Station Controlled - Large		\$ 133.95	@											
278	Conferencing - Station Controlled - Small		\$ 0.33	@											
279	Directed Call Pick-up - Group - Barge-In		\$ 0.29	@											
280	Directed Call Pick-up - Group - Non-Barge-In		\$ 0.28	@											
281	Distinctive Ringing and Call Waiting Tone		\$ 0.29	@											
282	Message Waiting Indicator - Stutter DT		\$ 0.29	@											
283	Remote Access to Call Forwarding		\$ 0.33	@											
284	Call Transfer - DID to DOD		\$ 0.29	@											
285	Speed Calling - Individual (6 or 8)		\$ 0.28	@											
286	Speed Calling - Individual (30)		\$ 0.28	@											
287	Speed Calling - Group (30)		\$ 0.28	@											
288															
289	DID Number Block		\$ 1.00	@											
290															
291	Local Switching		USAGE												
292	Interoffice -Originating														
293	setup per completed message		\$ 0.005940												
294	MOU		\$ 0.001840												
295	Interoffice - Terminating														
296	setup per completed message		\$ 0.007000												
297	MOU		\$ 0.001870												
298	Intraoffice														
299	setup per completed message		\$ 0.013990												
300	MOU		\$ 0.003620												
301															
302	Tandem Switching		USAGE												
303	Setup per Call		\$ 0.0007500												
304	Setup per Completed Message		\$ 0.0011300												
305	MOU		\$ 0.0006700												
306															
307	TRUNK PORT TERMINATION														
308	End Office Dedicated DS-1 Port		\$ 20.99	@											
309	Tandem Dedicated DS1-Port		\$ 142.82	@											
310															
325															
326															
327	Interoffice Transport														
328	4Wire Voice Grade														
329	Fixed Mileage		\$ 3.22	@											
330	Variable Mileage		\$ 0.19	@											
331															
332	DS-1														
333	Fixed Mileage		\$ 32.32	@											
334	Variable Mileage		\$ 1.84	@											
335															
336	DS-3														
337	Fixed Mileage		\$ 372.70	@											
338	Variable Mileage		\$ 35.72	@											
339															
340	OC3														
341	Fixed Mileage		* \$ 925.74	@											
342	Variable Average		* \$ 95.03	@											
343															
344	OC12														

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

1				Monthly													
2				Recurring		"@" INDICATES TO REFER		"@" INDICATES TO REFER									
3	GENERIC TERMINOLOGY			and/or		TO THE NONRECURRING		TO THE SUBLOOP NONRECURRING									
4				Discount %		PRICE SHEET FOR RATES		PRICE SHEET FOR RATES									
375	MULTIPLEXING																
376	DS-1/DS-0 MUX			\$	255.58	@											
377																	
378	DS-3/DS-1 MUX			\$	287.88	@											
379																	
380	OC-3 to 84 DS1s (Groups of 28)			*	\$	839.94	@										
381																	
382	OC-3 to 1-3 DS3			*	\$	658.70	@										
383																	
384	OC-3 to 1-3 EC-1			*	\$	735.65	@										
385																	
386	OC-12 to 1-12 DS3			*	\$	1,177.79	@										
387																	
388	OC-12 to 1-12 EC1/STS-1			*	\$	1,284.61	@										
389																	
390	Dark Fiber					NRC Initial		NRC Additional									
391	Dark Fiber -Interoffice per strand			*	\$	12.55	\$ 1,125.51	\$ 475.04	\$ 1,125.51	\$ 475.04							
392	Dark Fiber - Interoffice per foot			*	\$	0.00019	N/A	N/A	N/A	N/A							
393	Dark Fiber Loop - CO to Customer Prem-per strand			*	\$	12.41	\$ 524.25	\$ 352.88	\$ 524.25	\$ 352.88							
394	Dark Fiber Loop - CO to Customer, per foot			*	\$	0.00012	N/A	N/A	N/A	N/A							
395	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand			*	\$	12.41	\$ 524.25	\$ 352.88	\$ 524.25	\$ 352.88							
396	Dark Fiber Subloop - CO to CEV/Hut/RT per foot			*	\$	0.00012	N/A	N/A	N/A	N/A							
397	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand			*	\$	12.41	\$ 539.11	\$ 333.84	\$ 539.11	\$ 333.84							
398	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot			*	\$	0.00012	N/A	N/A	N/A	N/A							
399	Dark Fiber Cross Connect - Interoffice			*	\$	7.74	\$ 74.69	\$ 49.66	\$ 74.69	\$ 49.66							
400	Dark Fiber Cross Connect - Loop/Subloop			*	\$	7.74	\$ 35.62	\$ 29.36	\$ 35.62	\$ 29.36							
401	Dark Fiber Cross Connect - Subloop			*	\$	7.74	\$ 33.90	\$ 33.90	\$ 33.90	\$ 33.90							
402	Dark Fiber - Loop Inquiry			*		N/A	\$ 121.41	\$ -	\$ 121.41	\$ -							
403	Dark Fiber - Sub Loop Inquiry			*		N/A	\$ 121.41	\$ -	\$ 121.41	\$ -							
404	Dark Fiber - Interoffice Inquiry			*		N/A	\$ 346.29	\$ -	\$ 346.29	\$ -							
405																	
406																	
407																	
408																	
409																	
410																	
411																	
412																	
413																	
414																	
415																	
416																	
417																	
418	LIDB																
419	Validation Query (Includes SMS & Sleuth)				\$	0.002633											
420	OLNS Query (Includes SMS)				\$	0.002633											
421	CNAM Query (Includes SMS and Query Transport)																
422	Query Transport (Validation and OLNS)				\$	0.000033											
423																	
424	CROSS CONNECTS TO COLLOCATION																
425	EISCC Combined with Loop to Collocation																
426	Basic			\$	0.44	@											
427	Jack Panel			\$	1.79												
428																	
429	DS-0																

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly															
2			Recurring	"@" INDICATES TO REFER	"@@" INDICATES TO REFER													
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING													
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES													
430	EISCC Combined with Loop to Collocation		\$ 26.07	@														
431	Jack Panel		\$ 5.60															
432																		
433	DS-1																	
434	EISCC Combined with Loop to Collocation		\$ 16.52	@														
435	Jack Panel		\$ 2.49															
436	Repeater		\$ 24.15															
437																		
438	DS-3																	
439	EISCC Combined with Loop to Collocation		\$ 45.80	@														
440	Jack Panel		\$ 25.88															
441	Repeater		\$ 101.36															
442																		
443	EISCC Basic to Collocation																	
444	Basic		\$ 0.44															
445	Jack Panel		\$ 1.79															
446																		
447	DS-0		\$ 26.07															
448	Jack Panel		\$ 5.60															
449	Repeater																	
450																		
451	DS-1		\$ 16.52															
452	Jack Panel		\$ 2.49															
453	Repeater		\$ 24.15															
454																		
455	DS-3		\$ 45.80															
456	Jack Panel		\$ 25.88															
457	Repeater		\$ 101.36															
458																		
459																		
460																		
461	OTHER																	
462				NRC Initial														
463	Directory Assistance																	
464	Directory Assistance Rate Per Call		\$ 0.37000															
465																		
466	Express Call Completion																	
467	Rate per call		\$ 0.15000															
468	Call Completion LATA Wide - Per MOU		\$ 0.00436															
469																		
470	Directory Assistance (nationwide listing service)																	
471	Rate per call		\$ 0.82															
472																		
473	Call Branding																	
474	Establish/Change Branding Announcement (Per TOPS - Switch)		NA	\$0														
475																		
476	DA Services rate/ reference information																	
477	Rate per initial load		TBD															
478	Rate per subsequent rate change		TBD															
479	Rate per subsequent reference change		TBD															
480																		
481	Operator Services																	
482	Fully Automated Call Processing																	
483	Call Completion LATA Wide - Per MOU		\$ 0.00436															
484	Rate per completed automated call		\$ 0.09381															
485																		

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

Page 419 of 760

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly												
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER										
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING										
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES										
541															
542															
543															
544															
545															
546															
547															
548															
549	LNP Surcharge		See Tariff (FCC #1 Section13.3.16)												
550															
551															
552															
553															
554															
555															
556															
557															
558															
559															
560															

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly																	
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER															
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING															
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES															
561	RESALE		Resale Discounts																	
562			Recurring	Non recurring																
563		LOCAL EXCHANGE SERVICE																		
564		Individual Line Measured Rate Residence Service	17%	17%																
565		Individual Line Measured Rate Business Service	17%	17%																
566		Individual Line Flat Rate Residence Service	17%	17%																
567		Farmer Line Service	17%	17%																
568																				
569		LOCAL USAGE, ZUM, and EAS																		
570		VERTICAL SERVICES																		
571		Three Way Calling	17%	17%																
572		Call Forwarding	17%	17%																
573		Busy Call Forwarding	17%	17%																
574		Delayed Call Forwarding	17%	17%																
575		Remote Access to Call Forwarding	17%	17%																
576		Call Screen	17%	17%																
577		Select Call Forwarding	17%	17%																
578		Priority Ringing	17%	17%																
579		Repeat Dialing	17%	17%																
580		Call Return	17%	17%																
581		Caller ID	17%	17%																
582		Call Waiting	17%	17%																
583		Speed Calling - 8 code capacity	17%	17%																
584		Speed Calling - 30 code capacity	17%	17%																
585		Intercom	17%	17%																
586		Intercom Plus	17%	17%																
587		Call Trace	17%	17%																
588		Caller ID on Analog Centrex Lines	17%	17%																
589		Caller ID on PBX Lines	17%	17%																
590		Caller ID on Dedicated Custom 8 Service	17%	17%																
591		Direct Connect	17%	17%																
592		Usage Sensitive Custom Calling Services	17%	17%																
593		Premiere Communications Systems - Resale	17%	17%																
594		Remote Call Forwarding	17%	17%																
595		Direct Connect	17%	17%																
596																				
597		Centrex																		
598		Hunting Service	17%	17%																
599		Airport Intercommunicating Service	17%	17%																
600		Central Office Electronic Tandem Switching	17%	17%																
601		Centrex ISDN	17%	17%																
602																				
603		ISDN																		
604		ISDN- BRI	17%	17%																
605		Primary Rate ISDN (PRI)	17%	17%																
606		Personal ISDN	17%	17%																
607		Centrex ISDN																		
608																				
609		TOLL																		
610		Local Plus (Intralata Toll)	17%	17%																
611		Two-Point Message Telecommunications Service (Local Toll)	17%	17%																
612		CUSTOM 8 Toll Free Service (grandfathered)	17%	17%																
613		Dedicated Access Line	17%	17%																
614		Custom 8 Digital Data	17%	17%																
615		EASY 8 Toll Free Service	17%	17%																
616		Easy 8 Digital Data	17%	17%																

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly												
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER										
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING										
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES										
617	Easy 8 Directory Assistance Listing		17%	17%											
618	California 976		17%	17%											
619	California 900		17%	17%											
620	Information Services Call Blocking		17%	17%											
621															
622	OPTIONAL TOLL CALLING PLANS														
623	Resale Residence Usage Discount- Direct Discount		17%	17%											
624	Resale Residence Usage Discount- Service Area		17%	17%											
625	Resale Residence Usage Discount- Community		17%	17%											
626	Resale Residence Usage Discount- Easy Saver		17%	17%											
627	Resale Residence Usage Discount- Saver 60		17%	17%											
628	Resale Residence Usage Discount- Saver Plus		17%	17%											
629	Resale Business Usage Discount- Direct Discount		17%	17%											
630	Resale Business Usage Discount- Plan 50		17%	17%											
631	Resale Business Usage Discount- Plan 1000		17%	17%											
632	Resale Business Usage Discount- Volume Discount		17%	17%											
633	Resale Business Usage Discount - Plus		17%	17%											
634															
635	DIRECTORY ASSISTANCE		17%	17%											
636	Nationwide Listing Services (NLS)		17%	17%											
637	Express Call Completion		17%	17%											
638															
639	CVN Service		17%	17%											
640															
641	TRUNKS														
642	Flat Rate Trunk		17%	17%											
643	Trunk Line Service		17%	17%											
644															
645															
646	OTHER (Resale)														
647	Number Retention Service		17%	17%											
648	Number Referral Service		17%	17%											
649	Number Services (Personalized TNs)		17%	17%											
650	Voice Based Information Services		17%	17%											
651	Promotional Pricing (90 days +)		17%	17%											
652	Private Branch Exchange Services		17%	17%											
653	Short Duration Service		17%	17%											
654	Grandfathered Services		17%	17%											
655	Message Waiting Indicator (MWI++)		17%	17%											
656	Call Forwarding Busy Line		17%	17%											
657	Call Forwarding/ Don't Answer		17%	17%											
658	Call Forwarding Busy Line/ Don't Answer		17%	17%											
659	Foreign Exchange Service		17%	17%											
660	Foreign Prefix Service		17%	17%											
661	Off Premise Extensions		17%	17%											
662	Operator Services and Directory Assistance		17%	17%											
663															
664	TELEPHONE ANSWERING SERVICE		17%	17%											
665	Secretarial Answering Service		17%	17%											
666	Occasional Service		17%	17%											
667	Concentrator- Identifier Service		17%	17%											
668	Answering Line Service		17%	17%											
669															
670	DIRECT INWARD DIALING SERVICE		17%	17%											
671	Tie Line Service		17%	17%											
672	Interexchange Channel		17%	17%											

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL
 ICA Rates
Monthly Recurring

APPENDIX PRICING
 ATTACHMENT A
 PACIFIC/NEXTLINK CALIFORNIA, INC.

1			Monthly												
2			Recurring	"@" INDICATES TO REFER	"@" INDICATES TO REFER										
3	GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING	TO THE SUBLOOP NONRECURRING										
4			Discount %	PRICE SHEET FOR RATES	PRICE SHEET FOR RATES										
673	Directory Listings Alternate User Listings		17%	17%											
674	Business Individual Line Service		17%	17%											
675	Premium Subscriber Plan		17%	17%											
676	Premiere Subscriber Plan		17%	17%											
677	Power Distribution Alarm And Control System		17%	17%											
678	Custom Virtual Network		17%	17%											
679	WATS Service		17%	17%											
680	Basic Service Elements and														
681	Complementary Network Services		17%	17%											
682	Business Answering Lines		17%	17%											
683	Short Duration Service		17%	17%											
684	Broadband and Fast Packet Service		17%	17%											
685															
686	<u>OTHER (Resale)</u>														
687	<u>On products below, for discount, if any please see applicable tariff</u>														
688	Access Products		0%	0%											
689	Electronic Tandem Switching *		0%	0%											
690	Private Line Services		0%	0%											
691	Digital Data Over Voice		0%	0%											
692	Group Video		0%	0%											
693	High Voltage Protection		0%	0%											
694	Switched SMDS		0%	0%											
695	Switched 56		0%	0%											
696															
697															
698															
699	* Pending CPUC approval of Advice Letter No. 18432														
700															
701	Other Services														
702	Centrex Number Retention Service		17%	17%											
703	Contract Plans		17%	17%											
704	COPT (When sold to certificated CLECs)		17%	17%											
705	Labor/Network Rearrangements		0%	0%											
706	Visit Charge (Trouble Identification)		0%	0%											
707	Cable services All, IW		0%	0%											
708															
709	Repair Transfer Service (per subsequent change)														
710	Recorded Name Announcement		NA	\$ 2,300.00											
711	800/888 Telephone Number		NA	\$ 750.00											
712	Name Announcement & Telephone Number		NA	\$ 2,400.00											
713															
714															
715															
716															
717	Slamming Investigation Fee		NA	ICB											
718															
719	Traffic Alert Referral Service Usage charge/alert		TBD	TBD											
720															

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

APPENDIX PRICING
ATTACHMENT A
PACIFIC/NEXTLINK CALIFORNIA, INC.

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMLPX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Mechanized))	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
** OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
** OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
** OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
** OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Non Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$19.99	\$16.57	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$9.79	TBD	\$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

LOCAL SWITCHING CAPABILITY, SWITCHING PORT

BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY AND
NEXTLINK CALIFORNIA, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC")*, formerly Pacific Bell, and NEXTLINK California, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission ("Commission") adopted D.02-05-042, establishing interim monthly recurring prices for unbundled loop and switching ("Decision");

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced loop and switching prices;

WHEREAS, the reduced prices are interim pending the Commission's decision on final unbundled loop and switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices.

WHEREAS, pursuant to the Commission's Decision this amendment ("Amendment") shall become effective thirty (30) days after filing,

NOW THEREFORE the Parties agree as follows:

- I. Appendix Pricing, Attachment A to the Agreement shall be amended to substitute the prices for unbundled loop and switching with the prices set forth in Attachment A, which is attached hereto and incorporated herein.
- II. The prices for unbundled loop and switching set forth in Attachment A shall be effective as of May 16, 2002.
- III. Pacific shall make billing adjustments in accordance with ordering paragraphs 4 and 5 of the Commission's Decision, D.02-05-042.
- IV. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to

seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- VI. This Amendment is effective only for the term of the Agreement.
- VII. This Amendment shall be filed with and shall be subject to approval by the Commission.
- VIII. This Amendment is dated July 19, 2002.

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. ___ (2002)). The Parties acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action.

ATTACHMENT A

Loops

	<u>Recurring</u>
2-Wire Analog (Basic) Zone 1	\$ 8.38
2-Wire Analog (Basic) Zone 2	\$ 11.27
2-Wire Analog (Basic) Zone 3	\$ 19.64
2-Wire Analog (Basic) Statewide /1/	\$ 9.93
2-wire Digital Zone 1 /2/	\$ 12.68
2-wire Digital Zone 2 /2/	\$ 15.92
2-wire Digital Zone 3 /2/	\$ 24.61
2-wire Digital Statewide /1/	\$ 14.37

Switching**Ports**

2 Wire Analog Port	\$ 0.88

Usage

Interoffice Originating	
Setup per Call	\$ 0.001817
Holding Time per MOU	\$ 0.000563
Interoffice Termination	
Setup per Call	\$ 0.002142
Holding Time per MOU	\$ 0.000572
Intraoffice	
Setup per Call	\$ 0.004280
Holding Time per MOU	\$ 0.001108
Tandem Switching	
Setup per Call	\$ 0.000155
Setup per Completed Message	\$ 0.000234
Holding Time per MOU	\$ 0.000139

Reciprocal Compensation /3/

Interoffice Termination	
Setup per Call	\$ 0.002142
Holding Time per MOU	\$ 0.000572
Tandem Switching	
Setup per Call	\$ 0.000155
Setup per Completed Message	\$ 0.000234
Holding Time per MOU	\$ 0.000139

Vertical Features

Call Forwarding Variable	\$ 0.17
Busy Call Forwarding	\$ 0.17
Delayed Call Forwarding	\$ 0.17
Call Waiting	\$ 0.17
Three Way Calling	\$ 0.17
Call Screen	\$ 0.19
Message Waiting Indicator	\$ 0.17
Repeat Dialing	\$ 0.20
Call Return	\$ 0.20
Call Forwarding Busy/delay	\$ 0.17
Remote Call Forwarding	\$ 0.28
Speed Calling 8	\$ 0.17
Speed Calling 30	\$ 0.17

Vertical Features - Continued**Recurring**

Intercom	\$	0.19
Intercom Plus	\$	0.19
Remote Access to Call Forwarding	\$	0.18
Select Call Forward	\$	0.18
Direct -Shared	\$	0.17
Direct -Unshared	\$	0.17
Call Trace	\$	0.17
Speed Call 6	\$	0.17
Call Restriction	\$	0.27
Distinctive Ringing	\$	0.17
Directed Call Pickup	\$	0.17
WATS Access per Port	\$	0.17
WATS Access per Group	\$	0.53
Caller ID	\$	0.22
Caller ID Blocking	\$	0.18
Caller Hold	\$	0.17
DNCF	\$	0.29
Hunting	\$	0.09

DSL Capable Loops:

2-Wire Digital Loop ISDN/IDSL		
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	\$	12.68
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	\$	15.92
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	\$	24.61
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/	\$	14.37
2-Wire xDSL Loop		
PSD #1 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #1 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #1 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$	9.93
PSD #2 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #2 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #2 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	9.93
PSD #3 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #3 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #3 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	9.93
PSD #4 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #4 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #4 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	9.93
PSD #5 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #5 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #5 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	9.93
PSD #7 - 2-Wire xDSL Loop Zone 1	\$	8.38
PSD #7 - 2-Wire xDSL Loop Zone 2	\$	11.27
PSD #7 - 2-Wire xDSL Loop Zone 3	\$	19.64
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	9.93

HFPL Loop

HFPL Loop Zone 1	\$	4.19
HFPL Loop Zone 2	\$	5.64
HFPL Loop Zone 3	\$	9.82
HFPL Loop Statewide /1/	\$	4.97

Notes:

/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs may not use both rate structures.

CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047.

/2/ The 2-Wire Digital Loop rates are calculated by adding the 2-Wire Analog (Basic) Loop rates to the ISDN Option rates included in the current California Recurring (OANAD) Pricing Schedule.

/3/ The rates for Reciprocal Compensation – Interoffice Termination and Tandem Switching – will not become effective until after the expiration of the Parties' Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions.

AMENDMENT
TO INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
XO CALIFORNIA, INC.

WHEREAS, SBC Pacific Bell Telephone Company ("Pacific"), formerly Pacific Bell and XO California, Inc. ("CLEC") entered into an Interconnection Agreement which became effective on March 1, 2000 ("the Agreement"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, Pacific has agreed in the context of its state 271 proceeding (R. 93-04-003/I. 93-04-002; R. 95-04-043/I. 95-04-044) pending before the California Public Utilities Commission ("CPUC") and its application to the FCC for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271 to make available to CLECs certain DS1 and DS3 UNE Loop rates, as set forth below, upon certain terms and conditions;

NOW THEREFORE, the Parties agree to amend the Agreement to incorporate such rates subject to the following terms and conditions:

1. The Appendix Pricing – Attachment A to the Agreement is hereby amended to reflect the Parties' agreement to treat DS1 and DS3 UNE Loop Recurring Rates contained in the underlying Agreement, and set forth in Sections (2) and (3), below, as interim, pursuant to the terms and conditions outlined below. The rates set forth in this Amendment shall be effective as of the date Pacific filed its application to the FCC for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271 ("Rate Effective Date").
2. DS1 Loop: Zone 1 -- \$ 90.27, Zone 2 -- \$98.23, Zone 3 -- \$119.50
3. DS3 Loop (no geographic deaveraged rates): \$1837.18
4. In the event there is regulatory or judicial action during the term of the Amendment resulting in a determination that Loops or DS1 Loops or DS3 Loops are no longer a UNE, Pacific will not be obligated by this Amendment to provide DS1/DS3 UNE Loops.

5. The Term set forth in the Agreement shall not apply to the rates, terms and conditions being incorporated into the Agreement by this Amendment. Rather, the terms of this Amendment, including the DS1 and DS3 UNE Loop Rates, will expire on the date the CPUC approves DS1 and DS3 UNE Loop Rates in Proceeding A.01-02-024/A.01-02-035, Consolidated 2001/2002 Unbundled Network Element (UNE) Reexamination for Pacific Bell Telephone Company. At that time, the interim DS1 and DS3 UNE Loop rates set forth in this Amendment will be automatically replaced by the rates established by the CPUC, and the Parties shall engage in a true-up of the rates retroactive to the Rate Effective Date of this Amendment, including the payment of refunds or recovery of surcharges, as applicable.
6. The Parties acknowledge and agree that the Rates set forth in this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in this Amendment.
7. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED**, and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
8. The Parties understand and agree that by entering into this Amendment, neither Party is waiving any rights it may have under the intervening law language of the underlying Agreement but instead, each Party reserves all of its rights in that regard.

INTERIM RATE DS1/DS3 LOOPS AMENDMENT
PACIFIC/XO CALIFORNIA, INC.

PAGE 3 OF 3

091102

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

* SBC PACIFIC BELL TELEPHONE XO CALIFORNIA, INC.
COMPANY

By: SBC Telecommunications, Inc.,
its authorized agent

By: Willena Hendley

Print Name: WILLENA HENDLEY

for President - Industry Markets

Date Signed: 12/09/02

By: Karen M. Potkul

Print Name: KAREN M. POTKUL

Title: V.P. Regulatory

Date Signed: 12-6-02

OCN #: _____

* Notwithstanding any other change of law provision in the Agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remedies thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Inter-carrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN**

**PACIFIC BELL TELEPHONE COMPANY d/b/a
SBC PACIFIC BELL TELEPHONE COMPANY**

**AND
XO CALIFORNIA, INC.**

WHEREAS, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company ("Pacific"), formerly Pacific Bell and XO California, Inc.] ("CLEC") ("collectively referred to as the "Parties") entered into an Interconnection Agreement which became effective on March 1, 2000("the Agreement");

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing;

WHEREAS, for purposes of Pacific's federal 271 application for California pending before the Federal Communications Commission ("FCC"), in WC Docket No. 02-306, for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271, Pacific is making available to CLECs in California a certain interim DS3 Unbundled Network Element ("UNE") Loop recurring rate, as set forth below, upon the terms and conditions set forth herein;

WHEREAS, this amendment ("Amendment") shall be deemed effective upon execution by both Parties ("Amendment Effective Date"), but shall be subject to Commission approval;

WHEREAS, this Amendment shall only be available to those CLECs in California who have or obtain the Amendment for Interim Rate DS1/DS3 Loops Amendment, previously announced by Pacific in Accessible Letter CLECC02-267;

NOW THEREFORE, the Parties agree to amend the Agreement based upon the following terms and conditions:

(1) The Agreement is hereby amended to replace the recurring rate for a DS3 UNE Loop currently set forth in such Agreement with the following interim recurring rate for a DS3 UNE Loop, effective as of the Amendment Effective Date:

Interim DS3 UNE Loop Recurring Rate (statewide average rate only): \$573.20

(2) This Amendment shall not modify the nonrecurring rate for the DS3 UNE Loop currently set forth in the Agreement, but rather, such nonrecurring rate shall continue to apply to the DS3 UNE Loop.

(3) For any DS3 UNE Loops CLEC has in service on the Amendment Effective Date, the interim DS3 UNE Loop recurring rate set forth above in this Amendment shall be effective between the Parties as of the Amendment Effective Date.¹ Pacific will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change.

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

(4) The Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to Pacific's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

(5) The Term and Termination provisions set forth in the Agreement shall not apply to the rates, terms and conditions being incorporated into the Agreement by this Amendment. Rather, this Amendment, including the interim DS3 UNE Loop recurring rate set forth herein, will automatically terminate on the date the CPUC approves an interim or final DS3 UNE Loop recurring rate in Application 01-02-024/A.01-02-035, the CPUC's Unbundled Network Element (UNE) Reexamination for Pacific Bell Telephone Company, at which time the interim DS3 UNE Loop recurring rate set forth in this Amendment would automatically be replaced by the DS3 UNE Loop recurring rate established by the CPUC in such proceeding, subject to any appeals and associated review, and the Parties would engage in a true-up of the Commission-established DS3 UNE Loop recurring rate(s) retroactive to September 20, 2002, as to any DS3 UNE Loops that CLEC had in service during such true-up period (i.e., the true-up would be based upon the difference between the final Commission-established DS3 UNE Loop recurring rate and the recurring rate(s) paid by CLEC for DS3 UNE Loops during the true-up period), including the payment of refunds or recovery of surcharges, as applicable. If the actions of the State of California or legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for this Amendment, including but not limited to a decision by the FCC in its pending Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking") finding that Loops or DS3 Loops are no longer a UNE, then this Amendment shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to this Amendment. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Agreement. The Parties further acknowledge and agree that by executing this Amendment, neither Party waives any of its rights, remedies or arguments with respect to any regulatory, judicial or legislative action, including but not limited to the Triennial Review UNE rulemaking and *United States Telecom Association, et. al v. FCC*, No. 00-101 (D.C. Cir. 2002).

(6) The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in this Amendment.

(7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.

(8) Notwithstanding any other change of law provision in the Agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the

Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action.. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in triplicate on the date(s) shown below by their respective duly authorized representatives.

XO CALIFORNIA, INC.

Pacific Bell Telephone Company d/b/a
SBC Pacific Bell Telephone Company
By SBC Telecommunications, Inc.,
its authorized agent

By: Karen M Potkul

By: Willena Hendley

Name: KAREN M POTKUL

Name: WILLENA HENDLEY

(Print or Type)

(Print or Type)

Title: V.P. Regulatory

Title: For/

President-Industry Markets

(Print or Type)

Date: 12-6-02

Date: 12/06/02

AECN/OCN # _____

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
XO CALIFORNIA, INC. fka NEXTLINK CALIFORNIA, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY (“PACIFIC”), formerly Pacific Bell, and XO CALIFORNIA, INC. (formerly NEXTLINK California, Inc.) (“XO”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on March 6, 2002, the California Public Utilities Commission (“Commission”) adopted in D. 02-03-023 a performance incentive plan (“PIP”) which, among other things identifies performance failures and non-failures be offered to all Competitive Local Exchange Carriers (“Order”);

WHEREAS, on June 6, 2002, the Commission adopted in D.02-06-006 modifications clarifying implementation details of the PIP.

WHEREAS, in its June Order, the Commission provided the performance measurements adopted in D. 01-05-087, the decision model adopted in D. 01-01-037 as modified in D. 02-03-023 and an incentive payment component adopted in D. 02-03-023 shall be offered to all Competitive Local Exchange Carriers (“CLECs”), both those with and without interconnection agreements and where accepted, implemented for an initial period of at least six months or until otherwise modified by this Commission.

WHEREAS, the Commission also held that CLECs must either (1) file an amendment¹ to their interconnection agreement noting that they have accepted the Performance Incentive Plan (“PIP”); (2) file an amendment to their ICA declining to receive performance incentives credits from the Commission’s PIP; or (3) jointly file a motion with Pacific requesting the Commission approve an alternate performance incentive plan.

WHEREAS, XO has indicated whether it has accepted or declined the PIP by checking the appropriate box below.

¹ In accordance with Rule 6.2 of Resolution ALJ-181.

WHEREAS, if XO neither accepts the Commission's PIP, nor receives Commission approval of a different plan, Pacific will implement the PIP for XO as if it had accepted the plan.

WHEREAS XO has chosen to accept the PIP adopted by the Commission.

NOW THEREFORE, the Parties agree as follows:

- I. The Agreement is amended to incorporate by reference the Performance Incentive Plan adopted in D. 02-03-023 by the Commission.
- II. The PIP is effective April 1, 2002 ("Effective Date") unless XO previously declined to adopt the PIP in which case, this filing will become effective, absent rejection of the advice letter by the Commission, thirty days after the filing date of the Advice Letter to which this Amendment is appended.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- IV. The provisions of this Amendment will expire coterminous with the term of the Agreement.
- V. This Amendment shall be filed with and shall be subject to the approval of the Commission.

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

*** SBC PACIFIC BELL TELEPHONE
COMPANY**

**By: SBC Telecommunications, Inc.,
its authorized agent**

**XO CALIFORNIA, INC. fka
NEXTLINK CALIFORNIA, INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

President - Industry Markets

Title: _____

Date Signed: _____

Date Signed: _____

OCN #: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this amendment, neither SBC Pacific Bell Telephone Company nor XO California, Inc. waives any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions, but rather each Party fully reserves its respective rights including its rights contained in the Interconnection Agreement. The Parties further note that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action.

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION.....	3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **PACIFIC**’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **PACIFIC** is limited to providing any particular manner of access. The Parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in PACIFIC ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for PACIFIC. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise

foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **PACIFIC** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **PACIFIC**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (see, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date")².

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

- I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.³ The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.
- III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).
- VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

³ CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A

Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire)	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

	<u>Adopted UNE</u> <u>Price</u> ¹	<u>Interim</u> <u>Discount</u> ²	<u>Interim</u> <u>UNE Price</u> ³
Switching			
Ports			
2-Wire Port	\$ 2.72	69.4%	\$ 0.83
Coin Port	\$ 3.66	69.4%	\$ 1.12
Centrex Port	\$ 4.21	69.4%	\$ 1.29
DID Port	\$ 4.11	69.4%	\$ 1.26
DID Number Block	\$ 0.96	69.4%	\$ 0.29
ISDN Port	\$ 13.93	69.4%	\$ 4.26
DS1	\$ 20.63		
Switch Features			
Call Forwarding Variable	\$ 0.52	69.4%	\$ 0.16
Busy Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Delayed Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Call Waiting	\$ 0.51	69.4%	\$ 0.16
Three Way Calling	\$ 0.52	69.4%	\$ 0.16
Call Screen	\$ 0.58	69.4%	\$ 0.18
Message Waiting Indicator	\$ 0.51	69.4%	\$ 0.16
Repeat Dialing	\$ 0.61	69.4%	\$ 0.19
Call Return	\$ 0.61	69.4%	\$ 0.19
Call Forward Busy/Delay	\$ 0.51	69.4%	\$ 0.16
Speed Calling 8	\$ 0.51	69.4%	\$ 0.16
Speed Calling 30	\$ 0.51	69.4%	\$ 0.16
Intercom	\$ 0.57	69.4%	\$ 0.17
Intercom Plus	\$ 0.57	69.4%	\$ 0.17
Remote Access to Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Direct Connect - Shared	\$ 0.51	69.4%	\$ 0.16
Direct Connect - Unshared	\$ 0.51	69.4%	\$ 0.16
Select Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Call Trace	\$ 0.52	69.4%	\$ 0.16
Speed Call 6	\$ 0.51	69.4%	\$ 0.16
Call Restriction	\$ 0.84	69.4%	\$ 0.26
Distinctive Ringing	\$ 0.51	69.4%	\$ 0.16
Directed Call Pickup	\$ 0.52	69.4%	\$ 0.16
WATS Access per Port	\$ 0.51	69.4%	\$ 0.16
WATS Access per Group	\$ 1.69	69.4%	\$ 0.52
Caller I. D.	\$ 0.68	69.4%	\$ 0.21
Caller I. D. Blocking	\$ 0.53	69.4%	\$ 0.16
Call Hold	\$ 0.51	69.4%	\$ 0.16
Remote Call Forwarding	\$ 0.92	69.4%	\$ 0.28
Hunting	\$ 0.26	69.4%	\$ 0.08
DNCF	\$ 0.95	69.4%	\$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	\$ 0.00572	69.4%	\$ 0.00175
Holding Time Per MOU	\$ 0.00179	69.4%	\$ 0.00055
Interoffice - Terminating			
Setup per Call	\$ 0.00678	69.4%	\$ 0.00208
Holding Time Per MOU	\$ 0.00181	69.4%	\$ 0.00055

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
Intraoffice			
Setup per Call	\$ 0.01299	69.4%	\$ 0.00397
Holding Time Per MOU	\$ 0.00350	69.4%	\$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	\$ 0.00074	79.3%	\$ 0.00015
Setup per Completed Message	\$ 0.00112	79.3%	\$ 0.00023
Holding Time Per MOU	\$ 0.00065	79.3%	\$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	\$ 0.00546	79.3%	\$ 0.00113
Setup per Completed Message	\$ 0.00941	79.3%	\$ 0.00195
Holding Time Per MOU	\$ 0.00553	79.3%	\$ 0.00114
Trunk Port Termination			
End Office Termination	\$ 20.63	69.4%	\$ 6.31
Tandem Termination	\$ 140.03	79.3%	\$ 28.99
<u>Interoffice Transmission Facilities</u>			
Switched Transport - Shared			
Fixed Mileage per MOU	\$ 0.00120		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	\$ 0.01084		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	\$ 0.00127		
Variable Mileage per MOU per Mile	\$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	\$ 3.05		
Variable Mileage per Mile	\$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	\$ 32.15		
Variable Mileage per Mile	\$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	\$ 375.36		
Variable Mileage per Mile	\$ 36.32		
<u>Expanded Interconnection Service Cross Connect (EISCC)</u>			
Voice Grade/ISDN			
EISCC	\$ 0.40		
Jack Panel	\$ 1.68		
DS0			
EISCC	\$ 25.20		
Jack Panel	\$ 5.41		
DS1			
EISCC	\$ 16.29		
Jack Panel	\$ 2.35		
Repeater	\$ 23.87		
DS3			
EISCC	\$ 46.44		
Jack Panel	\$ 26.20		
Repeater	\$ 102.89		

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
<u>White Page Listings</u>			
CLEC Listing	\$ 0.36		
<u>Operator Services</u>			
Directory Assistance per call	\$ 0.36		
Operator Services per Work Second	\$ 0.03		
<u>SS7</u>			
STP Port	\$ 266.11		
<u>SS7 Links</u>			
<u>Voice Grade</u>			
Fixed Mileage	\$ 3.05		
Variable Mileage per Mile	\$ 0.19		
<u>DS1</u>			
Fixed Mileage	\$ 32.15		
Variable Mileage per Mile	\$ 1.87		
<u>Unbundled Loops provided over DLC to an Entrant as a Digital Facility</u>			
per Digital Facility	\$ 24.28		
per Voice Line Activated	\$ 5.65		
<u>Data Base Query</u>			
800 Database - per Query	\$ 0.00213		
Line Identifier Database (LIDB) - per Query	\$ 0.00252		
<u>Dark Fiber</u>			
Dark Fiber -Interoffice per strand	\$ 11.10		
Dark Fiber - Interoffice per foot	\$ 0.00017		
Dark Fiber Loop - CO to Customer Prem-per strand	\$ 10.98		
Dark Fiber Loop - CO to Customer, per foot	\$ 0.00011		
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	\$ 10.98		
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	\$ 0.00011		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	\$ 10.98		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	\$ 0.00011		
Dark Fiber Cross Connect - Interoffice	\$ 6.85		
Dark Fiber Cross Connect - Loop/Subloop	\$ 6.85		
Dark Fiber Cross Connect - Subloop	\$ 6.85		

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$0.00	\$81.47	\$36.74	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$81.47	\$36.74	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$57.47	\$52.42	\$52.99	\$50.37	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$30.24	\$24.34	\$24.92	\$22.41	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.94	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.29	\$0.00	\$47.31	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$47.43	\$22.62	\$0.00	\$15.02	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$27.17	\$15.87	\$27.17	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$28.18	\$18.53	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX - SIMPL	\$47.31	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	\$18.03	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F. SIMPLE/COMPLEX)	\$47.31	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX (SIMPLE/COMPLEX))	\$18.03	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	\$0.16	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAF (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH,	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$167.45	\$55.12	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$125.41	\$44.46	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	\$81.38	\$54.71	\$0.00	\$45.66	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	\$55.66	\$29.00	\$0.00	\$19.95	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	\$0.50	\$0.50	\$0.00	\$0.50	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU. COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	\$0.00	\$0.00	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL	\$81.38	\$54.71	\$0.00	\$45.66	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/	\$55.66	\$29.00	\$0.00	\$19.95	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAN	\$0.50	\$0.50	\$0.00	\$0.50	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

(END OF APPENDIX B)

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "*** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "***This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect	
Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

SBC CALIFORNIA

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site <https://net.sbc.com/calreg/>. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire), xDSL	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option, IDSL *	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link, xDSL	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

*The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX), xDSL (4 wire)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX), xDSL (4 wire)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED), xDSL (4 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)xDSL 4W	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)xDSL 4W	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED), xDSL (4 wire)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE), xDSL (2 wire)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE), xDSL (2 wire)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED), xDSL (2 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE), xDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE), xDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED), xDSL (2 wire)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)**	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)**	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)**	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)**	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

** This rate also applies to 2-Wire Digital Loop ISDN / IDSL

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
NEXTLINK CALIFORNIA, INC.**

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California¹ ("SBC California") and NEXTLINK California, Inc. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on January 30, 2003, the California Public Utilities Commission ("Commission"), in Decision 03-01-077, established a non-interim monthly recurring price for the high frequency portion of the loop ("HFPL Rate") ("Decision"); and

WHEREAS, pursuant to the Commission's Decision, the effective date of the HFPL Rate was originally thirty (30) days from the effective date of the Decision ("Rate Effective Date"); and

WHEREAS, by letter dated February 26, 2003, the Commission granted SBC California an extension of time to comply with Ordering Paragraph 2 of the Decision (as to the implementation of the HFPL Rate on a prospective basis) until thirty (30) days from the time the Commission had acted on SBC California's then pending motion for stay,

WHEREAS, on or around February 1, 2003, SBC California applied the HFPL rate and provided refunds to eligible CLECs for the time period from on or around February 1, 2003 retroactive back to the date: (i) the CLEC's interim HFPL monthly recurring rate(s) with SBC California became effective between the Parties under their California Interconnection Agreement; or (ii) May 1, 2000, whichever was later; and

WHEREAS, the Commission stayed the Decision in D. 04-03-044 as to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, on May 7, 2004 the Commission issued D. 04-05-022, vacating the stay of the Decision with respect to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, this Amendment is to implement the HFPL Rate as to CLEC as of the time period from the later of: (i) on or around February 1, 2003 (to the extent CLEC had in effect interim HFPL monthly recurring rate(s) with SBC California under the Parties' California Interconnection Agreement on February 1, 2003); or (ii) the date CLEC incorporated into its Agreement an interim monthly recurring HFPL rate(s) ("Rate Effective Date")²; and

WHEREAS, the HFPL rate shall apply between the Parties on a prospective basis, subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"); and

NOW THEREFORE the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- (1) The interim HFPL monthly recurring rate(s) set forth in the underlying Agreement is hereby replaced and superseded with the following non-interim monthly recurring HFPL Rate established by the Commission in the Decision: \$0.00.
- (2) SBC California will make the appropriate billing adjustments to reflect the new HFPL Rate as of the Rate Effective Date; provided, however, the Parties agree that any billing adjustments and credits made in accordance with this Amendment do not represent adjustments for billing inaccuracies and are not subject to SBC California's obligations under the Service Performance Measurements and that performance measures and liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.
- (3) The Parties agree that entering into this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to the Decision including, without limitation, the non-interim \$0.00 HFPL Rate established by the Commission and any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review, appeal, or a stay of any the Decision and any other decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- (4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- (5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (7) This Amendment shall be filed with and shall be subject to approval by the Commission.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
NEXTLINK CALIFORNIA, INC. D/B/A XO CALIFORNIA

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and NEXTLINK California, Inc. d/b/a XO California ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.
- II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.
- III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).
- IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

ATTACHMENT 1

					New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes		
<u><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.</i></u>					
NETWORK ELEMENTS					
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)			
LOOPS		LINKS			
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$	9.64
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$	13.01
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$	26.87
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$	11.93
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$	20.49
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$	24.79
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$	37.02
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$	22.79
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/		\$3.11
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$	10.15
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$	13.56
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$	27.46
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/		\$12.46
4-wire Digital (DS1) Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$	49.49
4-wire Digital (DS1) Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$	64.25
4-wire Digital (DS1) Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$	104.49
4-wire Digital (DS1) Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$	57.42
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$	1.15
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$	1.12
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$	0.96
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$	1.13
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$	0.61
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$	0.59
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$	0.51
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$	0.60
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$	0.51
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$	0.55
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$	0.59
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$	0.53
DS3 Loop Zone 1	U4D3X	DS3 Loops	/2/		\$482.71
DS3 Loop Zone 2	U4D3X	DS3 Loops	/2/		\$714.60
DS3 Loop Zone 3	U4D3X	DS3 Loops	/2/		\$1,411.63
DS3 Loop (Statewide) - TRO Removal	U4D3X	DS3 Loops	/2/		\$573.20
IDSL Capable Loop Option					
Zone 1		Basic - 2 Wire + ISDN Option	/2/		\$10.15
Zone 2		Basic - 2 Wire + ISDN Option	/2/		\$13.56
Zone 3		Basic - 2 Wire + ISDN Option	/2/		\$27.46
Statewide		Basic - 2 Wire + ISDN Option	/2/		\$12.46
DSL Capable Loops:					
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA	/2/	\$	9.64
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA	/2/	\$	13.01
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA	/2/	\$	26.87
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA	/2/	\$	11.93
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA	/2/	\$	9.64
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA	/2/	\$	13.01
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA	/2/	\$	26.87
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA	/2/	\$	11.93
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA	/2/	\$	9.64
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA	/2/	\$	13.01
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA	/2/	\$	26.87
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA	/2/	\$	11.93
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA	/2/	\$	9.64
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA	/2/	\$	13.01
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA	/2/	\$	26.87
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA	/2/	\$	11.93
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA	/2/	\$	9.64
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA	/2/	\$	13.01
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA	/2/	\$	26.87
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA	/2/	\$	11.93
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA	/2/	\$	9.64
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA	/2/	\$	13.01
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA	/2/	\$	26.87
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA	/2/	\$	11.93

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

ATTACHMENT 1

				New Monthly Rate
<u>GENERIC TERMINOLOGY</u>	<u>USOC</u>	<u>OANAD TERMINOLOGY</u>	<u>Notes</u>	
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA	/2/	\$ 20.49
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA	/2/	\$ 24.79
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA	/2/	\$ 37.02
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA	/2/	\$ 22.79
<u>LOCAL SWITCHING CAPABILITY</u>		<u>Local Switching Capability</u>		
<u>Ports</u>		<u>Ports</u>		
Analog Line Port/Basic Port/without loop	URA3X, URA4X, URA5X	2- Wire Ports	/2/	\$ 3.35
	URB3X, URB4X, URB5X		/2/	
	UBA3X, UBA4X, UBA5X		/2/	
	UBB3X, UBB4X, UBB5X		/2/	
	6DCBX, 6DBRX		/2/	
	8DCBX, 8DBRX			
Analog Line Port/Basic Port/with loop	URA1S, URA2S, URB1S,			\$ 3.35
	URB2S, UBA1S, UBA2S,			
	UBB1S, UBB2S, URA1J,			
	URA2J, URB1J, URB2J,			
	UBA1J, UBA2J, UBB1J,			
	UBB2J			
	JDCBX, JDCRX			
	YDCBX, YDCRX			
	SU1WA, SU1WB, SU2WA, SU2WB			
	SUOWA, SUOWB, UAC1B, UAC1K			
	UAC2B, UAC2K, UAO1B, UAO1K			
	UAO2B, UAO2K, UAW1B, UAW1K			
	UAW2B, UAW2K, UDC1B, UDC1K			
	UDC2B, UDC2K, UDO1B, UDO1K			
	UDO2B, UDO2K, UDW1B, UDW1K			
	UDW2B, UDW2K			
Centrex Simultaneous Ring One Number (CSR ON)	S3S1X		/2/	\$0.0000
Centrex Simultaneous Ring Regular	S3M		/2/	\$0.0000
			/2/	
Centrex Port	AEPRT	Centrex Port	/2/	\$ 3.35
Analog DID Trunk Port	KUA13X, UD13X, UA11B	DID Port		\$ 6.28
	UA11K, UA12B, UA12K			
	UD11B, UD11K, UD12B			
	UD12K			
ISDN BRI Port	CN2BQ/CN3BQ	ISDN Port	/2/	\$ 5.12
Trunk Port DS1-Port	DPORT	Trunk Port Termination		\$ 135.92
<u>Vertical Features</u>		<u>Switch Features</u>		
Call Forwarding Variable	ESM	Call Forwarding Variable	/2/	\$0.0000
Busy Call Forwarding	EVB	Busy Call Forwarding	/2/	\$0.0000
Delayed Call Forwarding	EVD	Delayed Call Forwarding	/2/	\$0.0000
Call Waiting	ESX	Call Waiting	/2/	\$0.0000
Three Way Calling	ESC	Three Way Calling	/2/	\$0.0000
Call Screen	CCB	Call Screen	/2/	\$0.0000
Message Waiting Indicator	MW1	Message Waiting Indicator	/2/	\$0.0000
Repeat Dialing	CRP	Repeat Dialing	/2/	\$0.0000
Call Return	CCR	Call Return	/2/	\$0.0000
Call Forwarding Busy/delay	EVE	Call Forwarding Busy/delay	/2/	\$0.0000
Remote Call Forwarding		Remote Call Forwarding	/2/	\$0.0000
Speed Calling 8	ESL	Speed Calling 8	/2/	\$0.0000
Speed Calling 30	ESF	Speed Calling 30	/2/	\$0.0000
Intercom		Intercom	/2/	\$0.0000
Intercom Plus	HMP	Intercom Plus	/2/	\$0.0000
Remote Access to Call Fwding	RAF	Remote Access to Call Fwding	/2/	\$0.0000
Select Call Forward	CSF	Select Call Forward	/2/	\$0.0000
Direct -Shared	ESLDC	Direct -Shared	/2/	\$0.0000
Direct -Unshared	ESLDC	Direct -Unshared	/2/	\$0.0000
Call Trace	CALTR	Call Trace	/2/	\$0.0000
Speed Call 6		Speed Call 6	/2/	\$0.0000
Call Restriction		Call Restriction	/2/	\$0.0000
Distinctive Ringing		Distinctive Ringing	/2/	\$0.0000
Directed Call Pickup		Directed Call Pickup	/2/	\$0.0000
WATS Access per Port		WATS Access per Port	/2/	\$0.0000
WATS Access per Group		WATS Access per Group	/2/	\$0.0000
Caller ID	CNM	Caller ID	/2/	\$0.0000
Caller ID Blocking	CNMBK	Caller ID Blocking	/2/	\$0.0000
Caller Hold		Caller Hold	/2/	\$0.0000
DNCF		DNCF	/2/	\$0.0000
Call Waiting ID	NWL	Call Waiting ID	/2/	\$0.0000
Anonymous Call Rejection	CRE	Anonymous Call Rejection	/2/	\$0.0000
Call Transfer Disconnect - Restricted	FG3RE	Call Transfer Disconnect	/2/	\$0.0000

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

ATTACHMENT 1

			Notes	New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		
Call Transfer Disconnect - Unrestricted	FG3UN	Call Transfer Disconnect	/2/	\$0.0000
Basic Port/Analog Line Port Features per feature (per port)		Switch Features		
Hunting	HUNTG	Hunting	/2/	\$0.0000
Centrex-Like Features				
Automatic Callback	SAK	NA	/2/	\$0.0000
Call Forwarding Variable	ESMCS	NA	/2/	\$0.0000
Call Forwarding BusyLine	E6GUR	NA	/2/	\$0.0000
Call Forwarding Don't Answer	E9GUR	NA	/2/	\$0.0000
Call Hold	EAB	NA	/2/	\$0.0000
Call Pick-up (Group and Station)	E3N	NA	/2/	\$0.0000
Call Waiting - Intragroup	E6N	NA	/2/	\$0.0000
Call Waiting - Originating	ESZ	NA	/2/	\$0.0000
Call Waiting - Incoming	E6CCS	NA	/2/	\$0.0000
Caller ID	CALTA, CALID	NA	/2/	\$0.0000
Caller ID Blocking	CNMCS	NA	/2/	\$0.0000
Conferencing - Station Controlled - Large	CCS, CCSLG	NA	/2/	\$0.0000
Conferencing - Station Controlled - Small	DMS6P, EAN, EAS, SWC, SWCLN	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Barge-In	DMABG	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Non-Barge-In	DPG, DMA1E	NA	/2/	\$0.0000
Distinctive Ringing and Call Waiting Tone	BRT, CCN, DRR, ODT	NA	/2/	\$0.0000
Message Waiting Indicator - Stutter DT	EWS,	NA	/2/	\$0.0000
Remote Access to Call Forwarding	RAFCA	NA	/2/	\$0.0000
Call Transfer - DID to DOD	DDT	NA	/2/	\$0.0000
Speed Calling - Individual (6 or 8)	E3G	NA	/2/	\$0.0000
Speed Calling - Individual (30)	32G	NA	/2/	\$0.0000
Speed Calling - Group (30)	ESHC3	NA	/2/	\$0.0000
Local Switching		Switch Usage		
Interoffice -Originating		Interoffice -Originating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Interoffice - Terminating		Interoffice - Terminating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Intraoffice		Intraoffice		
Setup per Call		setup per completed message	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Tandem Switching		Tandem Switching - Shared transport		
Setup per Call		Setup per attempt	/2/	\$ 0.000461
Setup per Completed Message		Setup per Completed Message	/2/	\$ 0.000179
Holding Time per MOU		Holding term per MOU	/2/	\$ 0.000461
TRUNK PORT TERMINATION		TRUNK PORT TERMINATION		
End Office Dedicated DS-1 Port	EPORT	End Office Termination	/2/	\$ 142.73
Tandem Dedicated DS1-Port	TPORT	Tandem Termination	/2/	\$0.00
Entrance Facilities				
DS-3 w/o equip				\$145.94
Interoffice Transport		Dedicated Transport		
Voice Grade		Fixed Mileage	/2/	\$4.60
		Variable Mileage per Mile	/2/	\$0.010000
DS-1				
Fixed Mileage	1L5UB	Fixed Mileage	/2/	\$34.05
Variable Mileage		Variable Mileage per Mile	/2/	\$0.250000
DS-3				
Fixed Mileage	1L5UB	Dedicated Transport DS-3		
Variable Mileage		Fixed Mileage	/2/	\$483.95
		Variable Mileage per Mile	/2/	\$4.89
SS7	SIGNALING SYSTEM 7			
SS7 Link	SS7 Link		/2/	\$4.60
Link Mileage	N/A		/2/	\$0.01
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call			/2/	\$ 0.001472
Duration charge, per MOU			/2/	\$ 0.001382
Tandem Switching - Shared Transport				
Setup per Call			/2/	\$ 0.000461

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

ATTACHMENT 1

					New Monthly Rate
	GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	
	Setup per Completed Message			/2/	\$ 0.001562
	Holding Time per MOU			/2/	\$ 0.000461
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>				
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
XO CALIFORNIA, INC.**

The Pacific Bell Telephone Company¹ d/b/a SBC California, as the Incumbent Local Exchange Carrier in California (hereafter, "ILEC " or "SBC California") and XO California, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in California, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1. Scope of Amendment

- 1.1 On or about July 11, 2003, ILEC made an offer to all telecommunications carriers in the state of California (the "Offer") to exchange traffic on and after August 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 apply to both ILEC and LEC.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic at a rate of \$.0007 per minute of use.
 - 2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable California ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its California Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more California LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such California LATAs.

2.4.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up

upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

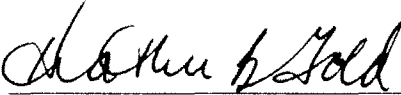
- 4.1 This Amendment will be effective on August 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after August 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after August 1, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC California has exercised its option to

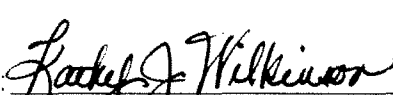
adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 12 day of December, 2005 by SBC California, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

XO California, Inc.

Pacific Bell Telephone Company d/b/a SBC
California by SBC Telecommunications, Inc., its
authorized agent

Signature: 

Signature: 

Name: Heather B. Gold
SVP Government Relations
XO Communications, Inc.

Name: Kathy J. Wilkinson
(Print or Type)

Title: _____
(Print or Type)

Title: For/ Senior Vice President-
Industry Markets and Diversified Businesses

Date: 12/20/04

Date: 1-12-05

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on February 4, 2005, the FCC issued its Order on Remand² ("TRO Remand Order") holding among other things that an ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting CLEC for the purpose of serving end-user customers using DSO capacity loops (mass market unbundled local circuit switching" or Mass Market ULS"), and that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs;

WHEREAS, the TRO Remand Order further held that as to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, ILECs shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, upon the earlier of (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P; CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or March 11, 2006 ;

WHEREAS, during such transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar;

WHEREAS, the FCC in its TRO Remand Order also held that effective March 11, 2005, CLEC is not permitted to obtain certain new unbundled high-capacity loop and dedicated transport elements, either alone or in combination, including Dark Fiber Loops; DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable; DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable and Dark Fiber Loops and Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv) ("Affected Loop and Transport Elements");

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

WHEREAS, as to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC California will continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of: (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s); (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport);

WHEREAS, during such transitional period of time the pricing for the Affected Loop-Transport Elements shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), plus 15;

WHEREAS, the transition prices for Mass Market ULS/UNE-P and the Affected Loop-Transport Elements are effective March 11, 2005 and shall be herein referred to as the "FCC Rates";

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates and FCC Rates set forth on Attachments 1 and 2 to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.³

NOW, THEREFORE, the Parties agree as follows:

The recurring and non-recurring CPUC Rates and FCC Rates set forth on Attachments 1 and 2, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; the FCC Rates are effective on March 11, 2005 ("Rate Effective Dates").

- I. All rates in the Agreement not changed by Attachments 1 and 2 remain unchanged. The Parties understand and agree that the rates in Attachments 1 and 2 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision and the TRO Remand Order.
- II. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates and FCC Rates in Attachments 1 and 2 necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).

³Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
<i>This Pricing Appendix contains certain recurring and some non-recurring rates established with final rates in D. 05-03-026.</i>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)				
NID Interface		NRO	@	@
NID Premise Visit		NRO	@	@
LOOPS				
2-Wire Analog Zone 1	/2/	\$ 9.48	@	@
2-Wire Analog Zone 2	/2/	\$ 12.79	@	@
2-Wire Analog Zone 3	/2/	\$ 26.43	@	@
2-Wire Analog Statewide /1/	/2/	\$ 11.73	@	@
4-Wire Analog Zone 1	/2/	\$ 20.15	@	@
4-Wire Analog Zone 2	/2/	\$ 24.38	@	@
4-Wire Analog Zone 3	/2/	\$ 36.41	@	@
4-Wire Analog Statewide /1/	/2/	\$ 22.41	@	@
4-Wire - CO Facility Interface Connection	/2/	\$3.06	@	@
2-wire Digital Zone 1	/2/	\$ 9.98	@	@
2-wire Digital Zone 2	/2/	\$ 13.34	@	@
2-wire Digital Zone 3	/2/	\$ 27.01	@	@
2-wire Digital Statewide /1/	/2/	\$ 12.25	@	@
4-wire Digital (DS1) Zone 1	/2/, /3/	\$ 48.67	@	@
4-wire Digital (DS1) Zone 2	/2/, /3/	\$ 63.19	@	@
4-wire Digital (DS1) Zone 3	/2/, /3/	\$ 102.76	@	@
4-wire Digital (DS1) Statewide /1/	/2/, /3/	\$ 56.47	@	@
Digital - DS3 Loop Zone 1	/2/, /3/	\$ 474.73	@	@
Digital - DS3 Loop Zone 2	/2/, /3/	\$ 702.79	@	@
Digital - DS3 Loop Zone 3	/2/, /3/	\$ 1,388.30	@	@
Digital - DS3 Loop Statewide /1/	/2/, /3/	\$ 563.73	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	/2/	\$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	/2/	\$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	/2/	\$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	/2/	\$ 0.52	@	@
IDSL Capable Loop Option				
Zone 1	/2/	\$ 9.98	@	@
Zone 2	/2/	\$ 13.34	@	@
Zone 3	/2/	\$ 27.01	@	@
Statewide /1/	/2/	\$ 12.25	@	@
DSL Capable Loops				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

		Monthly Rate	NRC Initial "@ Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
PSD #4 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	/2/	\$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	/2/	\$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	/2/	\$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	/2/	\$ 22.41	@	@
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port/without loop	/2/	\$ 4.29	@	@
Analog Line Port/Basic Port/with loop	/2/	\$ 4.29	@	@
Coin Port	/2/	\$ 4.29	@	@
Centrex Port	/2/	\$ 4.29	@	@
Analog DID Trunk Port	/2/	\$ 7.18	@	@
DID Number Block	/2/	\$ 0.94		
ISDN BRI Port	/2/	\$ 6.04	@	@
Trunk Port DS1-Port	/2/	\$ 133.67	@	@
Vertical Features				
Call Forwarding Variable	/2/	\$0.0000	@	@
Busy Call Forwarding	/2/	\$0.0000	@	@
Delayed Call Forwarding	/2/	\$0.0000	@	@
Call Waiting	/2/	\$0.0000	@	@
Three Way Calling	/2/	\$0.0000	@	@
Call Screen	/2/	\$0.0000	@	@
Message Waiting Indicator	/2/	\$0.0000	@	@
Repeat Dialing	/2/	\$0.0000	@	@
Call Return	/2/	\$0.0000	@	@
Call Forwarding Busy/delay	/2/	\$0.0000	@	@
Remote Call Forwarding	/2/	\$0.0000	@	@
Speed Calling 8	/2/	\$0.0000	@	@
Speed Calling 30	/2/	\$0.0000	@	@
Intercom	/2/	\$0.0000	@	@
Intercom Plus	/2/	\$0.0000	@	@
Remote Access to Call Fwding	/2/	\$0.0000	@	@
Select Call Forward	/2/	\$0.0000	@	@
Direct -Shared	/2/	\$0.0000	@	@
Direct -Unshared	/2/	\$0.0000	@	@
Call Trace	/2/	\$0.0000	@	@
Speed Call 6	/2/	\$0.0000	@	@
Call Restriction	/2/	\$0.0000	@	@
Distinctive Ringing	/2/	\$0.0000	@	@
Directed Call Pickup	/2/	\$0.0000	@	@
WATS Access per Port	/2/	\$0.0000	@	@
WATS Access per Group	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@
Caller ID Blocking	/2/	\$0.0000	@	@
Caller Hold	/2/	\$0.0000	@	@
DNCF	/2/	\$0.0000	@	@
Call Waiting ID	/2/	\$0.0000	@	@
Anonymous Call Rejection	/2/	\$0.0000	@	@
Call Transfer Disconnect - Restricted	/2/	\$0.0000	@	@
Call Transfer Disconnect - Unrestricted	/2/	\$0.0000	@	@
Basic Port/Analog Line Port Features per feature (per port)				
Hunting	/2/	\$0.0000	@	@
Centrex-Like Features				
Automatic Callback	/2/	\$0.0000	@	@
Call Forwarding Variable	/2/	\$0.0000	@	@
Call Forwarding BusyLine	/2/	\$0.0000	@	@
Call Forwarding Don't Answer	/2/	\$0.0000	@	@
Call Hold	/2/	\$0.0000	@	@
Call Pick-up (Group and Station)	/2/	\$0.0000	@	@
Call Waiting - Intragroup	/2/	\$0.0000	@	@
Call Waiting - Originating	/2/	\$0.0000	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

		Monthly Rate	NRC Initial "@ " Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Call Waiting - Incoming	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@
Caller ID Blocking	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Large	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Small	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Barge-In	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Non-Barge-In	/2/	\$0.0000	@	@
Distinctive Ringing and Call Waiting Tone	/2/	\$0.0000	@	@
Message Waiting Indicator - Stutter DT	/2/	\$0.0000	@	@
Remote Access to Call Forwarding	/2/	\$0.0000	@	@
Call Transfer - DID to DOD	/2/	\$0.0000	@	@
Speed Calling - Individual (6 or 8)	/2/	\$0.0000	@	@
Speed Calling - Individual (30)	/2/	\$0.0000	@	@
Speed Calling - Group (30)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring One Number (CSR ON)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring Regular	/2/	\$0.0000	@	@
Local Switching				
Interoffice - Originating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Interoffice - Terminating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Intraoffice				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Tandem Switching				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.000176		
Holding Time per MOU	/2/	\$ 0.000453		
TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	/2/	\$ 140.37	@	@
Tandem Dedicated DS1-Port	/2/	\$0.00	@	@
Interoffice Transmission Facility				
Shared Transport				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Shared Overflow				
Fixed Mileage	/2/	\$0.010665		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Common				
Fixed Mileage	/2/	\$0.001251		
Variable Mileage	/2/	\$0.000021		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
Per Digital Facility	/2/	\$ 23.88	@	@
Per Voice Line Activated	/2/	\$ 5.56	@	@
Entrance Facilities				
Voice Grade (2W)	/2/	\$ 22.37	@	@
Voice Grade (4W)	/2/	\$ 44.84	@	@
DS1	/2/	\$ 150.05	@	@
DS3 w/equipment	/2/	\$ 1,834.49	@	@
DS-3 w/o equip	/2/	\$ 143.53	@	@
Expanded Interconnection Service Cross Connect (EISCC)				
Basic/Voice Grade/ISDN				
EISCC	/2/	\$0.40	@	@
Jack Panel	/2/	\$1.65	@	@
DS0				
EISCC	/2/	\$24.78	@	@
Jack Panel	/2/	\$5.32	@	@
DS1				
EISCC	/2/ , /3/ , /4/	\$16.02	@	@
Jack Panel	/2/	\$2.31	@	@
Repeater	/2/	\$23.47	@	@
DS3				
EISCC	/2/ , /3/ , /4/	\$45.68	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

		Monthly Rate	NRC Initial "@ " Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Jack Panel	/2/	\$25.77	@	@
Repeater	/2/	\$101.19	@	@
Dark Fiber				
Dark Fiber - Interoffice per strand	/2/ , /4/ , /5/	\$10.92	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	/2/ , /4/ , /5/	\$0.000167	N/A	N/A
Dark Fiber Loop - CO to Customer Prem, per strand	/2/ , /5/	\$10.80	\$ 927.33	\$ 927.33
Dark Fiber Loop - CO to Customer, per foot	/2/ , /5/	\$0.000108	N/A	N/A
Dark Fiber Cross Connect - Interoffice	/2/ , /4/ , /5/	\$6.74	\$ 126.59	\$ 126.59
Dark Fiber Cross Connect - Loop	/2/ , /5/	\$6.74	\$ 70.29	\$ 70.29
Dark Fiber - Loop Inquiry	/2/		\$ 131.60	\$ 131.60
Dark Fiber - Interoffice Inquiry	/2/		\$ 371.80	\$ 371.80
Interoffice Transport				
Voice Grade				
Fixed Mileage	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1				
Fixed Mileage	/2/ , /4/	\$ 33.49	@	@
Variable Mileage	/2/ , /4/	\$ 0.25	@	@
DS-3				
Fixed Mileage	/2/ , /4/	\$ 475.95	@	@
Variable Mileage	/2/ , /4/	\$ 4.81	@	@
MULTIPLEXING				
DS-1/DS-0 MUX	/2/	\$ 255.54	@	@
DS-3/DS-1 MUX	/2/	\$ 287.85	@	@
DIGITAL CROSS CONNECT SYSTEM (DCS) - Multiplexing				
DS0/DS1 Per Channel	/2/	\$ 10.65	@	@
DS1/DS3 Per Channel	/2/	\$ 10.28	@	@
White Page Listings				
CLEC Listing	/2/	\$ 0.35	@	@
Operator Services				
Directory Assistance per call	/2/	\$ 0.35	@	@
Operator Services per Work Second	/2/	\$ 0.03	@	@
Data Base Query				
800 - Database - Per Query	/2/	0.002095	@	@
Line Information Database (LIDB) - Per Query				
Validation Query	/2/	0.002478	@	@
OLNS Query	/2/	0.002478	@	@
CNAM Query	/2/	0.002478	@	@
SS7 SIGNALING SYSTEM 7				
SS7 Links				
Voice Grade Fixed	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1 Fixed	/2/	\$ 31.62	@	@
Variable Mileage	/2/	\$ 1.84	@	@
STP Port	/2/	\$ 261.71	@	@
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call	/2/	\$ 0.001448		
Duration charge, per MOU	/2/	\$ 0.001360		
Tandem Switching - Shared Transport				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.001536		
Holding Time per MOU	/2/	\$ 0.000453		
Switch Transport Common				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

			NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
			Monthly Rate	
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>			

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 1
SBC CA/CLEC

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.			
/3/	To the extent CLEC is ordering DS1/DS3 loops and associated cross connects in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/4/	To the extent CLEC is ordering DS1/DS3 transport and associated cross connects and mileage in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) or Dark Fiber Transport and associated cross connects and mileage between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/5/	SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate			

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS									
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT									
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING									
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)									
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMLPX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT									
CENTREX STATION FEATURES - INITIAL (MAN/FAX	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) DEDICATED TRANSPORT									
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) ENTRANCE FACILITY									
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK									
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$18.87	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.57	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DSL CAPABLE LOOPS:									
2-Wire Digital Loop ISDN/IDSL									
PSD #1 - 2-Wire Digital Loop ISDN/IDSL									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
2-Wire xDSL Loop									
PSD #1 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop									
PSD #3 - 4-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)									
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES									
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION									
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.									

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment to the Interconnection Agreement (the "Amendment") is entered into by and between Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California") and XO Communications Services, Inc. (f/k/a XO California, Inc. and Allegiance Telecom of California, Inc.), with its principal offices at 11111 Sunset Hills Road, Reston, Virginia 20190 ("XO Communications Services, Inc.").

WHEREAS, SBC California and Nextlink California, Inc. are parties to an interconnection agreement which may be amended by both parties in writing (the "Agreement");

WHEREAS, XO Communications, Inc. acquired certain assets of Allegiance Telecom, Inc. including certain assets of Allegiance Telecom of California, Inc. ("Allegiance"), including the interconnection agreement between SBC California and Allegiance;

WHEREAS, the assets acquired from Allegiance were consolidated with those owned by Nextlink California, Inc. and are now being operated under the name of XO Communications Services, Inc.;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC California and XO Communications Services, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Nextlink California, Inc." to "XO Communications Services, Inc."
2. XO Communications Services, Inc. represents that the assets acquired from the company formerly known as Allegiance Telecom of California, Inc. include the ACNA and associated OCNs formerly used by Allegiance.
3. XO Communications Services, Inc. agrees that the interconnection agreement between SBC California and Allegiance shall terminate effective concurrently with the execution of this Amendment.
4. SBC California shall reflect the name change from "Nextlink California, Inc." and from "Allegiance Telecom of California, Inc." to "XO Communications Services, Inc." on all BANs (Billing Account Numbers) for each of the accounts previously billed to Nextlink California, Inc. pursuant to the Agreement and Allegiance pursuant to the interconnection agreement between SBC California and Allegiance ("Name Change"). SBC California shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC California's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. This change will allow XO Communications Services, Inc. to continue to order any services under all of the ACNA/OCNs, BANs, and CLLI codes associated with the accounts formerly billed to Nextlink California, Inc. and Allegiance Telecom of California, Inc., provided, however, that XO Communications Services, Inc. is responsible for the ordering of any services under an account using the ACNA/OCNs and CLLI codes formerly associated with that account. Without limiting the foregoing, XO Communications Services, Inc. affirms, represents, and warrants that (a) the ACNA/OCNs for the accounts formerly billed to Nextlink California, Inc. for those accounts and the services and items provided and/or billed thereunder or under the Agreement shall not change from the ACNA/OCNs previously used by Nextlink California, Inc., and (b) the ACNA/OCNs for

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

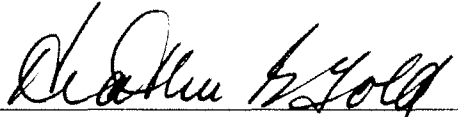
the accounts formerly billed to Allegiance for those accounts and the services and items provided and/or billed thereunder or under the interconnection agreement between SBC California and Allegiance shall not change from the ACNA/OCNs previously used by Allegiance.

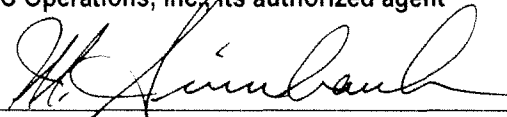
5. XO Communications Services, Inc. shall pay an amount of \$40,000.00 for the Name Change as set forth in para. 4. The foregoing amount reflects the aggregate charges for the Name Change on a multistate basis and includes any charges for the State of California.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
8. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.
9. This Amendment shall be filed with and become effective when approved by the California Public Commission or deemed approved by operation of law.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

XO Communications Services, Inc.

Pacific Bell Telephone Company d/b/a SBC California
by SBC Operations, Inc., its authorized agent

By: 

By: 

Name: Heather B. Gold
SVP Government Relations
XO Communications, Inc.

Name: Mike Auinbaub
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 4/26/05

Date: APR 29 2005

ACNA FORMERLY USED BY NEXTLINK CALIFORNIA, INC. TQW

RESALE OCN# FORMERLY USED BY NEXTLINK CALIFORNIA, INC. 2796

FACILITIES-BASED OCN # FORMERLY USED BY NEXTLINK CALIFORNIA, INC. 7262

ACNA FORMERLY USED BY ALLEGIANCE TELECOM OF CALIFORNIA, INC. AFV

RESALE OCN# FORMERLY USED BY ALLEGIANCE TELECOM OF CALIFORNIA, INC. _____

FACILITIES-BASED OCN # FORMERLY USED BY ALLEGIANCE TELECOM OF CALIFORNIA, INC. 8782

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026") included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

¹Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, THEREFORE, the Parties agree as follows:

- I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- III. All rates in the Agreement not changed by Attachments A and B remain unchanged.
- IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Notes	Monthly	NRC Initial
			Recurring	"@" INDICA
GENERIC TERMINOLOGY	OANAD TERMINOLOGY		and/or Resale	TO THE NO
			Discount %	PRICE SHEE
<u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026 and D. 05-05-031.</u>				
NETWORK ELEMENTS				
<u>Tandem Switching</u>		<u>Tandem Switching - Shared transport</u>		
Setup per Completed Message	Setup per Completed Message	/1/	0.000629	
<u>INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION</u>				
Tandem Switching - Shared Transport				
Setup per Completed Message		/1/	0.000629	
Switch Transport Common				
Fixed Mileage		/1/	0.001251	
/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

[illegible]

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

**TRIENNIAL REVIEW AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Pacific Bell Telephone Company d/b/a SBC California ("SBC California"), and XO Communications Services, Inc. ("CLEC").

WHEREAS, SBC California and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, the Federal Communications Commission ("FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in United States Telecom Ass'n v. F.C.C., 359 F3d 554 (D.C. Cir. 2004) ("USTA II") on March 2, 2004 and its associated mandate on June 16, 2004;

WHEREAS, the FCC released an order on February 4, 2005, in Docket No. 04-313; CC Docket No. 01-338 (the "Triennial Review Remand Order" or "TRRO"), which became effective as of March 11, 2005;

WHEREAS, pursuant to the terms of the Parties' Agreement, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO and the TRRO.

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO Attachment attached hereto. The TRO Attachment shall apply notwithstanding other provisions contained in the Agreement. References to this Amendment shall include the TRO Attachment, and the Pricing Appendix.
2. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not necessarily be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Without limiting the effect of Section 2, above, certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in the TRO Attachment attached to this Amendment, as is more specifically set forth in the TRO Attachment. It is the Parties' intent that substance shall control over form. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
4. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2 and 3, above. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to affect the right of a Party to exercise any right of termination it may have under the Agreement.
5. Notwithstanding anything in this Agreement or in any Amendment SBC California shall have no obligation to provide access to unbundled network elements under the terms of the Amended Agreement beyond those required by the Act, including effective FCC rules and associated FCC and judicial orders, or other Applicable Law or where UNEs are not requested for permissible purposes.
6. To the extent they are not inconsistent with the terms and conditions set forth below applicable to other UNEs, the terms and conditions of the Agreement related to the Network Interface Device UNE shall continue to govern.
7. Where processes for any UNE requested pursuant to this Agreement are not already in place, the Parties will comply with any applicable Change Management guidelines and Applicable Law.
8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
9. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment).
10. This Amendment shall be filed with and is subject to approval by the California Public Utilities Commission, and shall become effective upon approval by such Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date set forth below.

XO Communications Services, Inc.

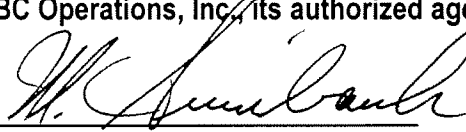
By: 

Printed: **Heather B. Gold**
SVP-Government Relations
XO Communications, Inc.

Title: _____

Date: **8-29-05**

Pacific Bell Telephone Company d/b/a SBC California
by SBC Operations, Inc., its authorized agent

By: 

Printed: **Mike Auinbauh**

Title: **AVP-Local Interconnection Marketing**

Date: **AUG 30 2005**

1. General Conditions

1.1 Notwithstanding any other provision of the Agreement, this Amendment, SBC California shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of UNEs ("Combinations"), UNEs commingled with wholesale services ("Commingling"), and/or related services to CLEC under the terms of this Amended Agreement only to the extent required by Applicable Law.

1.2 In order to access and use UNEs, CLEC must be a Telecommunications Carrier, as that term is defined in the Act, and must use the UNEs for the provision of a Telecommunications Service, as that term is defined in the Act. CLEC may not use UNEs solely to provide mobile wireless or long distance services or interexchange services¹ as those terms are used in the TRRO.

1.3 The Parties acknowledge that the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003. By its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC California is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law. On February 4, 2005, the FCC released its *TRO* Remand Order, effective March 11, 2005, which addressed the unbundling of the network elements affected by *USTA II* and held that certain network elements are not required to be provided as unbundled network elements, subject to a transition process for the existing, embedded base of end-user customers served by the affected network elements.

1.3.1 Accordingly, the following items have ceased to be required to be provided on an unbundled basis under Section 251(c)(3) of the Act:

- (i) entrance facilities;
- (ii) dedicated transport at OCn² levels;
- (iii) enterprise local circuit switching.
- (iv) OCn loops;

¹ The parties dispute whether interexchange services should be defined as telecommunications services between different stations in different exchange areas. The final language to be included in this section is pending resolution of TRRO issues by the State Commission.

² The parties dispute whether declassified dedicated transport should include dedicated transport at DS0 levels. The final language to be included in this section is pending resolution of TRRO issues by the State Commission.

- (v) the feeder portion of the loop;
- (vi) the "high frequency portion of the loop" (including as used in line sharing) except as provided in Section 3.10 of this Amendment;
- (vii) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with CLEC's use of SBC California unbundled local circuit switching;
- (viii) SS7 signaling that is not provisioned in connection with CLEC's use of SBC California unbundled local circuit switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 C.F.R. § 51.319(a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities;
- (xi) fiber-to-the-home and fiber-to-the-curb Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC California has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC California will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.3.4 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

1.4 Notwithstanding any other provision of the Agreement and this Amendment to the extent SBC California is required, by a change in Applicable Law, to provide to CLEC pursuant to Applicable Law, a UNE, Combination, or Commingling that is not offered under the Amended Agreement, the Parties shall negotiate an appropriate amendment to the Agreement that will contain the rates, terms and conditions for such UNE, Combination, or Commingling.

1.5 SBC California reserves the right to argue in any proceeding before the *State Commission*, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3), (b) is not a

Network Element SBC California is required by 47 U.S.C. § 251(c)(3) to provide to CLEC, or (c) is an item that SBC California is not required to offer to CLEC at the rates set forth in the Amended Agreement.

1.6 CLEC reserves the right to argue in any proceeding before the *State Commission*, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement or this Amendment as a Network Element (a) is a Network Element under 47 U.S.C. § 251(c)(3), (b) is a Network Element SBC California is required by 47 U.S.C. § 251(c)(3) to provide to CLEC, (c) is a Network Element under, or an item SBC California must otherwise provide pursuant to, 47 U.S.C. 271, (d) is a Network Element under, or an item SBC California must otherwise provide pursuant to, Applicable Law, or (e) is an item that SBC California is required to offer to CLEC at the rates set forth in the Amended Agreement.

2. TRO Glossary

Notwithstanding any other provision in the Agreement, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.1 Act.

The Communications Act of 1934, as amended (47 U.S.C. § 151, *et. seq.*).

2.2 Applicable Law.

"Applicable Law" means the Act, lawful and effective rules, regulations, decisions and orders of the FCC, all lawful and effective orders and decisions of courts of competent jurisdiction, and lawful and effective rules, regulations, decisions, and orders of the State Commission that are necessary to further competition in the provision of telephone exchange service or exchange access and that are not inconsistent with the Act or the FCC's regulations to implement the Act.

2.3 Business Lines.

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

2.4 Commingling.

The connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from SBC California, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. "Commingling" means the act of commingling.

2.5 Copper Loop.

A stand-alone local loop comprised entirely of copper wire or cable. Copper loops include, but are not limited to, two-wire and four-wire analog voice-grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges established by the appropriate state Commission and consistent with the FCC's rule 47 C.F.R. Section 51.319(a)(1)(iii)(b) to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes any attached transmission electronics, including, but not limited to, time division multiplexing technology.

2.6 Copper Subloop.

A portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in an incumbent LEC's outside plant and the end-user customer premises. Copper subloop includes Inside Wire and House and Riser Cable owned or controlled by the incumbent LEC. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

2.7 Dark Fiber

Fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

2.8 Dark Fiber Loops

Dark Fiber Loops is an existing dedicated transmission facility between a distribution frame (or its equivalent) in a SBC State Central Office and the loop demarcation point at an end user customer premises that has not yet been activated through optronics to render it capable of carrying communications services.

2.9 Dark Fiber Transport.

Dark fiber transport consists of unactivated fiber optic interoffice transmission facilities dedicated to a particular CLEC that are within SBC California' network, connecting SBC California switches or wire centers within a LATA.

2.10 Dedicated Transport.

Transmission facilities that connect SBC California switches or wire centers within a LATA that are dedicated to a particular customer or carrier.

2.11 DS1 Dedicated Transport.

Dedicated DS1 transport consists of SBC California interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

2.12 DS3 Dedicated Transport.

Dedicated DS3 transport consists of SBC California interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

2.13 DS1 Loop.

A digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

2.14 DS3 Loop.

A digital local loop having a total digital signal speed of 44.736 megabytes per second.

2.15 Enhanced Extended Link.

Consists of a combination of an unbundled Local Loop and unbundled Dedicated Transport, to the extent required by this Amendment and Applicable Law and may sometimes include additional electronics (e.g., multiplexing equipment) together with any facilities, equipment, or functions necessary to combine those UNEs. An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 3.14.3.3.4 of this Attachment.

2.16 Enterprise Local Circuit Switching

Enterprise (DS1 and above) Local Switching is defined as (a) all line-side and trunk-side facilities as defined in the TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions for the purpose of serving end user customers using DS1 capacity and above Loops.

2.17 Effective Date.

The date on which this Amendment is approved by the *State Commission* or becomes effective pursuant to operation of law.

2.18 FCC.

The Federal Communications Commission

2.19 Fiber-based Collocator.

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

2.20 Fiber-Loops.

2.20.1 Fiber-to-the-Home Loop ("FTTH Loop"): A local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE), as defined by 47 CFR 51.319(a)(3), as more specifically addressed in Section 3.1.3 below.

2.20.2 Fiber-to-the-Curb Loop ("FTTC Loop"): A local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 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 500 feet from the respective customer's premises as defined by 47 CFR 51.319(a)(3), as more specifically addressed in Section 3.1.3 below.

2.21 UNE Hybrid Loop.

A local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant as defined by 47 CFR 51.319(a)(2), as more specifically addressed in Section 3.1.4 below.

2.22 Line Conditioning.

The removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders, as defined by 47 C.F.R. 51.319(a)(1)(iii) as more specifically addressed in Section 3.2 below.

2.23 Local Loop.

A transmission facility between a distribution frame (or its equivalent) in an SBC California central office and the loop demarcation point at an end-user customer premises. The Local Loop includes all features, functions, and capabilities of such transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) including the network interface device. It also includes all electronics, optronics, and

intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path. Only the following types of UNE Local Loop will be provided pursuant to this Amended Agreement: 2-Wire Analog, 4-Wire Analog, 2-Wire Digital, 4-Wire Digital (DS1 Digital) and DS3 Digital.

2.24 Route.

A transmission path between one of SBC California's wire centers or switches and another of SBC California's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

2.25 State Commission.

The California Public Utilities Commission

2.26 Tier 1 Wire Center.

Tier 1 wire centers are those SBC wire centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 wire centers also are those SBC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

2.27 Intentionally left blank

2.28 Tier 2 Wire Center.

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

2.29 Tier 3 Wire Center.

Tier 3 wire centers are those SBC wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

2.30 Triennial Review Order ("TRO").

The FCC's *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, CC Docket Nos. 01-338, 96-98, and 98-147 (rel. August 21, 2003; errata rel. September 17, 2003).

2.31 Triennial Review Remand Order ("TRRO").

The FCC's *Order on Remand*, WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005).

2.32 Wire Center.

A wire center is the location of an SBC California local switching facility containing one or more central offices, as defined in FCC Rules. The wire center boundaries define the area in which all customers served by a given wire center are located.

3. to 3.8.2.3.1 Reserved for Future Use³

3.9. Other Fiber Loops.

3.9.1 New Builds. SBC California shall not be required to provide nondiscriminatory access to an FTTH loop or an FTTC loop on an unbundled basis pursuant to Section 251(c)(3) when SBC California deploys such a loop to an end-user customer premises that previously has not been served by any loop facility.

3.9.2 Overbuilds. SBC California shall not be required to provide nondiscriminatory access to an FTTH loop or an FTTC loop on an unbundled basis pursuant to Section 251(c)(3) when SBC California has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

3.9.2.1 SBC California shall maintain the existing copper loop connected to the particular customer premises after deploying the FTTH loop or FTTC loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC California retires the copper loop pursuant to Section 3.9.3.3 of this Amendment and in accordance with Applicable Law (including, but not limited to, Section 47 C.F.R. Section 51.319(a)(3)(iii)).

3.9.2.2 In the event that SBC California maintains the existing copper loop pursuant to Section 3.9.3.3 of this Amendment and Section 51.319(a)(3)(iii)(A) of the FCC's rules, SBC California need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to section 51.319(a)(3)(iii)(A) of the FCC's rules, in which case SBC California shall restore the copper loop to serviceable condition upon CLEC's request.

3.9.2.3 If SBC California retires the copper loop pursuant to Section 3.9.3.3 of this Amendment and Section 51.319(a)(3)(iii) of the FCC's

³ Sections 3.1 - 3.8.2.3.1 are reserved pending resolution of TRRO issues by the State Commission.

rules, SBC California shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop or FTTC loop on an unbundled basis.

3.10.3 Retirement of Copper Loops or Copper Subloops. Prior to retiring any Copper Loop or Copper Subloop that has been replaced with an FTTH loop or a FTTC loop, including, but not limited to, Inside Wire, SBC California must comply with (a) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in section 51.325 through section 51.335 of the FCC's rules, and (b) any applicable state requirements.

3.11.4 Hybrid Loops Generally.

3.11.4.1 Hybrid Loops: SBC California shall be required to provide nondiscriminatory access to hybrid loops under this Agreement on an unbundled basis, including narrowband and/or broadband transmission capabilities to the extent required by Applicable Law.

3.11.4.2 Packet switching facilities, features, functions and capabilities: SBC California is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

3.11.4.3 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services, SBC California shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between SBC California's central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.11.4.4 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, SBC California may either (a) provide nondiscriminatory access, on an unbundled basis, to a

spare home-run copper Loop serving that customer, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology.

3.11.5 IDLC Hybrid Loops. If CLEC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), SBC California shall provide CLEC unbundled access to a transmission path over hybrid loops served by IDLC systems. In most cases this will be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, SBC California must present CLEC a technically feasible method of unbundled access.

3.12 Line Conditioning.

3.12.1 SBC California will condition 2-wire and 4-wire xDSL loops, xDSL subloops and the HFPL, to remove excessive bridged taps, load coils and repeaters at no charge to CLEC and without CLEC's request, on loops less than 12,000 feet in actual loop length. SBC California shall condition a copper loop, at a commission established rate consistent with 47 C.F.R. Section 51.319(a)(1)(iii)(B), upon CLEC's request, where CLEC seeks access to a copper loop, the high frequency portion of a copper loop, or a copper subloop to ensure that the copper loop or copper subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper subloop, whether or not SBC California offers advanced services to the end-user customer on that copper loop or copper subloop. CLEC has the option of refusing, in whole or in part, to have the line conditioned; and CLEC's refusal of some or all aspects of line conditioning will not diminish any right it may have, pursuant to, 47 C.F.R. §51.319(a)(1)(iii), to access the copper loop, the HFPL or the copper subloop. SBC California shall recover the costs of line conditioning from CLEC in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act, in compliance with the rules governing nonrecurring costs in §51.507(e). The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by SBC California to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.

3.12.2 Insofar as it is technically feasible, SBC California shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

3.12.3 Maintenance, Repair, and Testing. SBC California shall provide, on a nondiscriminatory basis, physical loop test access points to CLEC, upon request, at the splitter, through a cross-connection to CLEC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server,

for the purpose of testing, maintaining, and repairing copper loops and copper subloops pursuant to 47 C.F.R. §51.319(a)(1)(iv).

3.13.1 HFPL and Line Sharing

SBC California will make available line sharing over the High Frequency Portion of the Loop ("HFPL") and xDSL loops and xDSL subloops for the provision of xDSL-based services, in accordance with the FCC's *Triennial Review Order* and associated effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1). The following rates, terms and conditions related to the High Frequency Portion of the Loop ("HFPL") and line sharing are hereby added to the HFPL/line sharing provisions in the underlying Agreement. To the extent there is any conflict between the HFPL/line sharing provisions set forth elsewhere in this Agreement and this Attachment, the provisions in this Attachment shall supersede and control.

3.13.1. Grandfathering of Existing Line Sharing Arrangements:

3.13.1.1 SBC-California will continue to provide access to the HFPL to CLEC where, prior to October 2, 2003, that CLEC began providing xDSL service to an end-user customer at that particular location ("Grandfathered End-User") and CLEC continues to provide xDSL service to such Grandfathered End-User. Such access to the HFPL shall be at the same monthly recurring rate that was in effect between SBC- California and CLEC for that HFPL prior to October 2, 2003.

3.13.1.2 CLEC may continue to serve a Grandfathered End-User via the HFPL for any line sharing arrangement that CLEC had in place prior to October 2, 2003 at a particular location, until CLEC's xDSL service to the Grandfathered End-User over the HFPL is disconnected by the customer for whatever reason at the existing location. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction, including the FCC in its Biennial Review Proceeding, invalidates, modifies, or stays the requirements established by the FCC in its Triennial Review Order as to Grandfathered End-User(s), the change of law or intervening law provision of this Agreement shall apply to any conforming changes to this section.

3.13.2. "New" Line Sharing Arrangements

3.13.2.1 SBC-California will provide CLEC with access to the HFPL between October 2, 2003 and October 2, 2006, where the CLEC begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003 and before October 3, 2004 ("New End-Users"). On and after October 3, 2004, SBC-California shall have no obligation to provision, and the CLEC shall not submit any orders for, the HFPL to serve any new end-user customers.

3.13.2.2 With respect to any New End-User(s) that CLEC began/begins to provide xDSL service over the HFPL on or after October 2, 2003 and before October 3, 2004, the following monthly recurring rates shall apply to such HFPL:

Year 1: For the period from October 2, 2003 through October 2, 2003, CLEC may continue to obtain New End-Users through the use of the HFPL at 25 percent (25%) of the state approved monthly recurring rate, or 25% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.

Year 2: For the period from October 3, 2004 through October 2, 2005, the monthly recurring charge for the HFPL for those New End-Users which CLEC began providing xDSL-based service to over the HFPL at a certain location in Year 1, and for which CLEC continues to provide xDSL-based service at that same location in Year 2, shall increase to 50 percent (50%) of the state approved monthly recurring rate, or 50% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.

Year 3: For the period from October 3, 2005 until October 2, 2006, the monthly recurring charge for the HFPL for those New End-Users which CLEC began providing xDSL-based service to over the HFPL at a certain location in Year 1, and for which CLEC continues to provide xDSL-based service at that same location in Years 2 and 3, shall increase to 75 percent (75%) of the state approved monthly recurring rate, or 75% of the monthly recurring rate set forth in the Parties' Interconnection Agreement, as applicable, for access to the 2-wire copper xDSL Loop that was in effect on October 2, 2003 for that particular location.

3.13.3 Beginning October 2, 2006, SBC California shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-user(s) that CLEC began providing xDSL-based service to over the HFPL during Year 1 of the Transition Period. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such New End-User(s) (along with any other new end-users) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC California, or through an alternate arrangement, if any, that the Parties may negotiate.

3.14 Commingling and Combinations.

3.14.1 Commingling. Notwithstanding any other provision of the Agreement but subject to the conditions set forth in Section 3.13.2, SBC California will permit the commingling of a UNE or a combination of UNEs ("Qualifying UNEs") pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and wholesale services obtained from SBC California under a SBC California access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), to the extent required by Applicable Law. SBC California is not required to commingle UNEs and UNE combinations with network

elements unbundled pursuant to 47 U.S.C. § 271 that are not UNEs or UNE combinations under 47 U.S.C. § 251(c)(3). Moreover, to the extent and so long as required by Applicable Law, SBC California shall, upon request of CLEC, perform the functions necessary to commingle Qualifying UNEs, or Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement will apply to the Qualifying UNEs. "Ratcheting," as that term is defined by the FCC shall not be required. "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC California shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

3.14.1.2 SBC-California is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. Any CLEC request for SBC California to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC-California to complete the actual Commingling) for a Commingled Arrangement which is not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process in accordance with and subject to the provisions of this Section 3.14.1 as set forth below.

3.14.1.2.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-California sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

3.14.1.2.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC-California under this Section 3.14.1 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-California's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC-California to perform work not required by this Section 3.14.1.4, CLEC shall be charged a market-based rate for any such work..

3.14.2.3 The preceding includes without limitation that SBC-CALIFORNIA shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled

Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 3.14.3 , below.

3.14.1.2.4 In the event that Commingling involves SBC-CALIFORNIA performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 3.14.2 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

3.14.2 Combinations.

3.14.2.1 Combinations of UNEs under this Agreement and the Amendment shall be made available pursuant to 47 C.F.R. §51.315 and Applicable Law. Combinations requested by CLEC for which there is no price included in the Agreement for the combination or each of the UNEs that comprise the requested combination shall be made available only after the Parties have agreed upon a price and included it in the Agreement.

3.14.3 Service Eligibility Criteria for Certain UNE Combinations and Commingled Facilities and Services.

3.14.3.1 Subject to other sections in this Amendment and other requirements of this Section 3.14.3 and this Attachment and Applicable Law, SBC California shall be obligated to provide:

3.14.3.1.2 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.14.3.1.3 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.14.3.1.4 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.14.3.1.5 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service, or

3.14.3.1.6 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

3.14.3.2 Once CLEC certifies, as set forth in this Section 3.14.3, for each DS1 circuit, that it is in compliance with each of the conditions set forth in 47 CFR 51.318, SBC California will provide CLEC UNE access based upon such self-certification, subject to later verification and audit as set forth in Section 3.14.3.5. If combined and/or commingled facilities are determined to be noncompliant pursuant to this Section 3.14.3, the noncompliant facilities will be treated as a Declassified Facility, from the date that the combined and/or commingled facilities

began to be noncompliant. The foregoing shall apply whether the facilities in question are being provisioned to establish a new combined and/or commingled facility or to convert an existing wholesale service, or any part thereof, to combined and/or commingled unbundled network elements.

3.14.3.3 The certification to be provided by CLEC will certify that CLEC (directly and not via an affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area and that the following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 enhanced extended link, and each DS1-equivalent circuit on a DS3 enhanced extended link.

3.14.3.3.1 A local number will be assigned to each circuit to be provided to each customer prior to the provision of service over that circuit; and

3.14.3.3.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, (as described in Section 3.14.3.3.1, above), such that each DS3 must have at least 28 local numbers assigned to it; and

3.14.3.3.3 Each circuit to be provided to each end-user customer will have 911/E911 capability prior to the provision of service over that circuit;

3.14.3.3.4 Each circuit to be provided to each end-user customer will terminate in a collocation arrangement that meets the following criteria:

3.14.3.3.4.1 Pursuant to Section 251(c)(6) of the Act and is located at SBC California's premises within the same LATA as the end-user customer's premises, when SBC California is not the collocator; or

3.14.3.3.4.2 is located at a third party's premises within the same LATA as the end-user customer's premises, when SBC California is the collocator.

3.14.3.3.5 Each circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements set forth in 47 C.F.R. § 51.318(d) (i.e. CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the end user customer premises served by the arrangement) (for each 24 DS1 EELs, there must be at least one active DS1 interconnection trunk meeting this requirement).

3.14.3.3.6 Each circuit to be provided to each end-user customer will be served by a switch capable of switching local voice traffic.

3.14.3.4 For a new circuit to which Section 3.14.3.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 3.14.3.3. In such case, CLEC shall satisfy Section 3.14.3.3.1 and/or Section 3.14.3.3.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC California provisions such new circuit. CLEC must certify to SBC California that such assignment and/or implementation has occurred by the end of such 30th day.

3.14.3.5 Section 3.14.3.4 does not apply to existing circuits to which Section 3.14.3.3 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 3.14.3.3.1 and Section 3.14.3.3.3 requirements for existing circuits at the time it initiates the ordering process).

3.14.3.6 CLEC must provide SBC California with the certification required by Section 3.14.3 using a reasonably compliant method (e.g. a letter).

3.14.3.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC California.

3.14.3.6.2 CLEC will maintain the appropriate documentation to support its eligibility certifications.

3.14.3.7 If CLEC has complied with all certification requirements set forth in this Section 3.14.3, and CLEC's orders for circuits, Combinations or Commingled arrangements otherwise comply with this Amendment and if SBC California wishes to challenge CLEC's certification, it may not engage in self-help by withholding the circuit(s) in question; rather, SBC California must provision the circuit(s) and may subsequently initiate audit procedures in accordance with the *Triennial Review Order*.

3.14.3.8 Audits. In addition to any other audit rights provided for this Amended Agreement and those allowed by law, SBC California will have a limited right, subject to the provisions set forth in this Section 3.14.3.5, to audit compliance with the qualifying service eligibility criteria provided, however, SBC California's right to audit for compliance with the qualifying service eligibility criteria is governed solely by this section 3.14.3.8.

3.14.3.8.1 To invoke this limited right, SBC California will send a Notice of Audit to CLEC.

3.14.3.8.2 The audit will examine CLEC's compliance in all material respects with the service eligibility criteria set forth in Section 3.14.3. Any such audit shall be conducted no more than once on an Annual Basis. "Annual Basis" for purposes of calculating and applying an "annual basis", means a consecutive 12-month period, beginning upon

SBC California's written Notice of Audit, subject to Section 3.14.3.8.5, below.

- 3.14.3.8.3 The Parties will mutually agree on the auditor, who, unless otherwise mutually agreed by the Parties in writing (including at the time of the audit), shall perform the audit in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 3.14.3.8.4 The auditor, who shall be paid by SBC California, will be independent, not affiliated with either Party, and regularly utilized by both ILECs and CLECs. The auditor may not be substantially dependent upon either Party for work. The Parties may mutually agree in writing to waive one or more of the foregoing criteria.
- 3.14.3.8.5 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 3.14.3, then CLEC must within sixty (60) days from the issuance of the report bring the affected circuits into compliance or submit orders to convert the noncompliant circuits, Combination or Commingled arrangement to the appropriate service. CLEC shall also true up any different in payments, beginning from the date that non-compliance of the circuit as a UNE/UNE combination/Commingled arrangement, in whole or in part began. Such date of non-compliance for a circuit may be determined by the independent auditor as part of its report. If CLEC chooses to bring the affected circuit(s) within compliance, it must provide SBC California with the certification required by this Section 3.14.3 by not later than such sixty (60) days and notwithstanding any other provisions hereof, SBC California shall have the right to audit compliance of any such circuit(s) within sixty (60) days of CLEC's certification of compliance, after which time, the audit provisions of this Section 3.14.3 shall apply. If CLEC does not bring the affected circuits into compliance or submit orders to convert those circuits to the appropriate service within sixty (60) days, SBC

California may initiate and affect such a conversion on its own without any further consent by CLEC, and CLEC shall make appropriate payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 3.14.3 for that UNE, arrangement, or circuit, as the case may be.

3.14.3.8.6 If the independent auditor's report concludes that CLEC failed to comply with this Section 3.14.3 in all material respects, CLEC will reimburse SBC California for the cost of the independent auditor and for SBC California's reasonable costs in the same manner and using the same methodology and rates that SBC California is required to pay CLEC's costs under Section 3.14.3.8.7, provided however, that if CLEC's failure to comply with Section 3.14.3 is not material or not substantial, CLEC shall not be required to reimburse SBC California for the cost of the independent auditor or for SBC California's costs.

3.14.3.8.7 Should the independent auditor confirm CLEC's compliance in all material respects with this Section 3.14.3, then CLEC shall provide to SBC California statement of CLEC's costs associated with the audit, and SBC California shall then reimburse CLEC for its reasonable costs within thirty (30) days. CLEC shall maintain appropriate records to support its certification.

3.15 Conversions

3.15.1 Upon request, SBC California shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in the Amended Agreement, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the Qualifying Service requirement is one such eligibility criterion.)

3.15.2 Except as otherwise provided hereunder, SBC California shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. For conversion of access services to EELs, and conversions of

resale private lines to UNEs, SBC California's may charge a project administration charge set forth in Appendix Pricing to this Agreement.

3.15.3 SBC California and CLEC acknowledge that SBC California is developing and testing a process for conversions of special access circuits to Unbundled Network Elements and Commingled Arrangements which will allow CLEC to issue an ASR or LSR as appropriate, subject to Section 1.3 herein. Until such time as SBC California implements the conversion process, conversion of special access circuits to Unbundled Network Elements or Commingled Arrangements subject to Section 1.3 of this Amendment, CLEC shall submit an ASR or LSR when appropriate, depending on the product being converted. Additionally, each LSR and/or ASR will require a project ID number. To the extent CLEC submits a single ASR/LSR for one circuit or commingled arrangement, SBC California will complete the conversion within 15 days. If CLEC submits a conversion request for multiple circuits, CLEC and SBC California shall mutually agree on the time period for the conversion. The effective bill date for a conversion is 15 days after CLEC submits the ASR/LSR or conversion request to convert the circuit or circuits unless otherwise mutually agreed to by the parties. SBC California shall charge and CLEC shall pay the project administration charge as set forth in Appendix Pricing for each conversion of a circuit or commingled arrangement.

3.15.4 If CLEC does not meet the applicable eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not request such conversion. If, for any reason, CLEC no longer meets the eligibility criteria for a particular conversion, CLEC shall take the actions necessary to meet those criteria or shall arrange to discontinue the affected UNE or UNEs or to convert the UNE or UNEs to an appropriate SBC California service within sixty (60) days from the date of non-compliance. Disputes over whether CLEC meets the applicable eligibility criteria shall be resolved through the dispute resolution provisions of the Agreement. If CLEC agrees or if, as a result of the dispute resolution process it is determined that, CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), CLEC shall take the action required by this Section 3.15.8. If CLEC fails to take such action within sixty (60) days after agreeing that it does not meet the applicable eligibility criteria or following the resolution of the dispute, SBC California may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, CLEC shall true up the difference between the UNE rate charged and the rate for the equivalent wholesale service or group of wholesale services will be trued-up for any period during which CLEC does not meet the applicable eligibility criteria.

3.15.5 Nothing contained in this Attachment or the Amended Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC California's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

3.16 Routine Network Modifications.

3.16.1 General Conditions.

SBC California shall make routine network modifications to UNE Local Loop, UNE Dedicated Transport, UNE Loop Dark Fiber and UNE Dedicated Transport Dark Fiber facilities used by CLEC where the requested transmission facility has already been constructed. A routine network modification is an activity that SBC California regularly undertakes for its own customers. SBC California will perform routine network modifications to unbundled facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any particular carrier. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC California is not obligated to perform those activities for a requesting telecommunications carrier.

3.16.2 Routine network modifications applicable to UNE Local Loops or Unbundled Dedicated Transport include, but are not limited to: rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; attaching the types of electronics that SBC California ordinarily attaches to a loop for a customers requiring a DS1 loop, even if such electronics are not attached to a particular loop adding electronics to available wire or fiber facilities to fill an order for an unbundled DS1 circuit; cross-connecting the common equipment to the wire or fiber facility running to the end user; terminating a DS1 loop to the appropriate NID, if and to the extent SBC California routinely performs such activities for its own customers accessing manholes, and deploying bucket trucks to reach aerial cable.

3.16.3 Routine network modifications applicable to Dark Fiber Loops or Transport include routine activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications include, but are not limited to, splicing of dark fiber; accessing manholes, and deploying bucket trucks to reach aerial cable. Routine Network Modifications applicable to UNE Dark Fiber Loops or Transport are available only where the requested UNE Dark Fiber Loop or Transport facilities have already been constructed. Routine Network Modifications do not include the installation of fiber or the provision of optronics to activate dark fiber, and SBC California is not obligated to perform those activities. However, SBC California must provide such activities needed to enable CLEC to light a dark fiber transport facility.

3.16.4 SBC California may not impose any charge for any routine network modifications cost to the extent such cost is already recovered through its existing UNE rates or any other rates. SBC California may charge for any routine network modification cost that is not recovered through existing UNE rates (or any other rate) on an ICB basis. To the extent SBC California refuses to perform a modification for CLEC on the basis that it does not constitute a routine network modification, SBC California shall certify to CLEC that it does not routinely perform such modification for its own customers. If SBC California

imposes an ICB charge for a modification, it shall certify that no cost recovered by such charges is recovered by any other rate or charge.

3.16.5 Performance Plans. The Parties agree to incorporate into this Agreement any future OSS Oil Performance Measurements Joint Partial Settlement Agreement ("JPSA") provisions addressing routine network modification performance adopted in the same manner as other changes to the JPSA.

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between AT&T Operations, Inc. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.) through December 31, 2006 (hereinafter, collectively, "XO"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and XO may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and XO entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (Any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to XO Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term (as defined below) of this Further Amendment subject to the following modifications.

WHEREAS, the Term of this Further Amendment ("Term") shall commence on the January 1, 2006 ("Effective Date") and shall continue until December 31, 2006. Thereafter, this Further Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party specifying the date it wishes to terminate this Further Amendment ("Termination Date.")

WHEREAS, the Parties wish to update and extend the Superseding Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and XO's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order") and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of

Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2006, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by XO.

1.6 XO hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, XO may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by XO of all or a substantial portion of its assets, in which case XO shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of XO.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”) and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”), . In addition, the FCC’s adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the “Orders”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“Provisions”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“Written Notice”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further

Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to XO under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to XO pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions XO may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that XO and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 XO will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in

the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if XO (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where XO has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, XO (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where XO has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) XO may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for XO equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where XO leases facilities from SBC ILECs to establish a POI, XO shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 XO agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with XO participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, XO will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if XO has not established a POI required by Section 4.0, XO shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, XO will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall XO have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, XO will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO provides service as of the date of execution of this Further Amendment. XO will notify SBC ILEC of XO's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for XO. XO and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent XO from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO does not provide service as of the date of execution of this Further Amendment. XO will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on XO's ability to order and receive trunks in any given market.

4.9 In a blocking situation, XO may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if XO's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If XO designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by XO in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and XO will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and XO agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2006 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

7.4 This Further Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2006, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment 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 Further Amendment.

7.7 This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.).

Signature: _____

Name: _____

(Print or Type) *Heather B. Gold*
SVP-Government Relations
XO Communications, Inc.

Title: _____

(Print or Type)

Date: _____

AECN/OCN: _____

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by AT&T Operations, Inc., its authorized agent

Signature: _____

Name: _____

Rebecca L. Sparks
Rebecca L. Sparks

Title: _____

Executive Director - Regulatory

Date: _____

JAN 04 2006

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.

This TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

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"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO Reconsideration Orders, and TRO Remand as set forth herein;

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law,” “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission (“Commission”) and shall become effective upon filing with such Commission (the “Amendment Effective Date”).
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party’s act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 15th day of September, 2005, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its
authorized agent

By: *Heather B. Gold*

By: *Rebecca L. Sparks*

Name: *Heather B. Gold*

Name: *Rebecca L. Sparks*

(Print or Type)
SVP-Government Relations

(Print or Type)

Title: *XO Communications, Inc.*

Title: Executive Director-Regulatory

(Print or Type)

Date: *9/14/06*

Date: *9-15-06*

FACILITIES-BASED OCN # _____

ACNA _____

CALIFORNIA TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.
- 0.1.2 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.3 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.4 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.5 **Tier 3 Wire Centers.** In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.6 **Business Lines.** For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC’s TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “Business Lines.” Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.7 **Embedded Base.** Embedded Base used as a term in this Attachment is defined for the TRO Remand Affected Elements identified in Sections 1.0 and 2.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.8 **A “DS1 Loop”,** in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.9 **Fiber-Based Collocator.** A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-

optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term “fiber-based collocator” shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

- 0.1.10 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.11 Dedicated Transport is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.
- 0.1.12 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 0.1.13 “Line Splitting” refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.
- 0.1.14 The term “DS-0” refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.
- 0.1.15 The term “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.
- 0.1.16 The term “Relevant Transition Period” means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in this Section 1.0.

- 1.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:
 - 1.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the

state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 1.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 1.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

- 1.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.
- 1.1.1.2 Feature adds and/or change orders as referenced in Section 1.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.
- 1.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 1.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 1.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:
 - (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;
 - (b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or
 - (c) March 11, 2006.
- 1.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
 - 1.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

- 1.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions
 - 1.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.
 - 1.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 1.2 The provisions of this Section 1.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
- 2.0 **TRO Remand Affected Unbundled High-Capacity Loops and Transport.**
 - 2.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:
 - 2.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.
 - 2.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 3.0 and the Wire Center

exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

2.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

2.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 3.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

2.1.3.1 In accordance with Rule 51.319(a)(5)(ii) AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

2.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 3.0 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.3 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.3 of this Attachment.

2.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

2.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 3.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.3 and 0.1.4 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

2.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

2.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 3.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.3 and 0.1.4 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.5 of this Attachment.

- 2.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.
- 2.2.1 During the transition periods defined in Section 2.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 2.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 2.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.
- 2.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 2.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.
- 2.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section

prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

2.2.3 [Intentionally left blank.]

3.0 Non-Impaired Wire Center Criteria and Related Processes.

3.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.2 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.3 and 0.1.4 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 3.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 3.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.2, 0.1.3 or 0.1.4, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.2, 0.1.3 or 0.1.4 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 3.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 3.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to

calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 3.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
- 3.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.
 - 3.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 3.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 3.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 3.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
 - 3.1.1.5 If the CLEC does not use the self-certification process described in Section 3.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
 - 3.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 3.1.3 and 3.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 3.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
 - 3.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 3.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.2, 0.1.3 or 0.1.4, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 3.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 3.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:
- 3.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 2.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 2.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the

Relevant Transition Period described in Section 2.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.2.1 of this Amendment.

- 3.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 3.2 The provisions of Section 2.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 3.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 3.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 3.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 2.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 3.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 3.7 [Intentionally left blank].
- 3.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 3.1.3 through 3.1.3.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 3.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (90) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.
- 4.0 **Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]**
- 5.0 **Use of Unbundled Network Elements.**
- 5.1 Except as provided in Section 3.14.2, Combinations, of the existing TRO amendment between AT&T California and XO Communications Services, Inc., AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.
- 5.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.
- 5.3 A CLEC that accesses and uses an unbundled network element consistent with Section 5.2 may provide any telecommunications services over the same unbundled network elements.
- 6.0 **Section 271 Obligations.**
- 6.1 [Intentionally left blank].
- 6.2 [Intentionally left blank].
- 6.3 [Intentionally left blank].
- 6.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 6.0.
- 6.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.
- 7.0 **Entrance Facilities and Interconnection Facilities.**
- 7.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3)

under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

- 7.2 In accordance with Paragraph 140 of the TRRO, nothing in the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.
- 7.3 Notwithstanding Section 1.3.1 of the existing TRO amendment between AT&T California and XO Communications Services, Inc., AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 7.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.
- 7.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 7.1 if CLEC will use the facility for interconnection in accordance with Section 7.1. AT&T will perform such reclassification at no charge.

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 ("Amendment") is by and between XO Communications Services, Inc. ("CLEC"), and Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California"), a California corporation, (collectively referred to as "Parties").

WHEREAS, AT&T California and certain CLECs engaged in negotiations of collocation rates and charges to replace certain interim rates and charges for collocation in California; and

WHEREAS, as the result of said negotiations AT&T California and all interested CLECs entered into a negotiated Settlement Agreement ("Settlement Agreement") which was approved by the Public Utilities Commission of the State of California ("CA-PUC" or "Commission") in D.07-03-004 ("Decision") dated March 01, 2007.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Interconnection Agreement ("Agreement") to modify the existing collocation rates and charges.

1.1 Collocation Rates and Charges

Collocation arrangements will be billed as set forth below on a going-forward basis commencing on the Amendment Effective Date by the Commission.

- 1.1.1 For existing collocation arrangements or augments billed under the FCC Tariff 128 (now renamed FCC 1), and/or CA-PUC-approved 175-T tariff and/or 175-T discounted tariff, the respective tariff rates and charges will become fixed rates and charges, as set forth in Section 2.1 herein.
- 1.1.2 For existing collocation arrangements or augments, including cageless collocation arrangements, billed under existing CA-PUC-approved interconnection agreements or under AT&T Accessible Letters ("AL") AL CLECC00-064, AL CLECC00-111, and AL CLECC99-200, the respective rates and charges therein will become fixed rates and charges, as set forth in Section 2.1 herein.
- 1.1.3 CLEC may elect the AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) rates and charges on a going forward basis for all of its collocation arrangements. For avoidance of doubt, the parties agree that an election under this provision will result in the application of rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111(for fiber-based collocation elements) on all of CLEC's existing collocation arrangements. CLEC and AT&T California further agree to execute appropriate amendments to reflect such an election.
- 1.1.4 For orders for new collocation arrangements and/or augments to existing arrangements placed after the date of approval of the Settlement Agreement by the CA-PUC, the rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) will apply on a going forward basis as set forth in Section 2.1.

- 1.1.5 For all existing and all new collocation arrangements and/or augments for which AT&T California has been charging or would otherwise attempt to charge for power on both feeds (A & B feed) into the DC Power Delivery arrangement, AT&T California agrees to eliminate the charge for redundant power, if any, on a prospective basis, as of the date of approval of the Settlement Agreement by the CA-PUC. The Parties further agree that they may voluntarily enter into negotiations regarding DC Power Delivery billing and rating issues (not involving actual rates and charges) upon mutual agreement after the approval of the Settlement Agreement by the CA-PUC.

2.1 Fixed Rates and Charges

- 2.1 The Parties agree that the rates and charges referenced in Section 1.1 above, for existing and prospective collocation arrangements, will be fixed for a period of three years beginning on March 01, 2007 which is the date that the CA-PUC approved the Settlement Agreement. Upon expiration of this three-year period, all rates and charges shall convert to the rates and charges in AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or ordered by the CA-PUC; provided, however, that the elimination of the charge for redundant power addressed in Section 1.1.5 above shall remain in effect after the expiration of this three-year period, unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as so ordered by the CA-PUC. Parties may not request a change in collocation rates and charges during this three-year period of time, commencing on the date of the approval of the Settlement Agreement by the CA-PUC.

3.1 True-up Waiver and Civil Code Section 1542 Release and Discharge

The Parties acknowledge and agree to a waiver of true-up rights, a release and discharge pursuant to Section 1542 of the California Civil Code and reservation of rights as set forth and limited in sections III and IV of the Settlement Agreement.

4.1 Miscellaneous Provisions

- 4.1.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any provisions with similar purposes. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
- 4.1.2 Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged.
- 4.1.3 This Amendment shall be filed with the CA-PUC and shall become effective the day the CA-PUC approves the Amendment, or, absent such CA-PUC approval, the date this Amendment is deemed approved by operation of law (the "Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CA-PUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.
- 4.1.4 This Amendment shall be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

- 4.1.5 If the underlying Agreement or any future interconnection agreements(s) expire sooner than March 01, 2010, the Parties agree that this Amendment shall not extend or otherwise alter the term and termination rights of the underlying Agreement or any future interconnection agreements(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.
- 4.1.6 Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreement(s), will be governed by the provisions of this Amendment above.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 12th day of April, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

XO Communications Services, Inc.

Signature: 

Name: **Heather B. Gold**

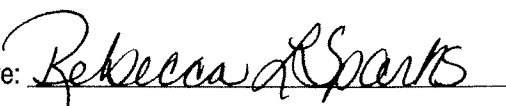
SVP-External Affairs
(Print or Type)

Title: _____

(Print or Type)

Date: 04/09/07

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

Signature: 

Name: Rebecca L. Sparks

(Print or Type)

Title: Executive Director - Regulatory

(Print or Type)

Date: APR 12 2007

UNE OCN# 7262

RESALE OCN# 2796

FACILITIES-BASED OCN# 7262

ACNA TQW

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.

The Interconnection Agreement dated February 14, 2000 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California")¹ and XO Communications Services, Inc. ("XO") ("Agreement") effective in the State of California is hereby amended as follows:

1. Article XXII. Term of Agreement is amended by adding the following section:

XXII.1 Notwithstanding anything to the contrary in this Article XXII, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on June 7, 2007 until June 7, 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 either by written notice from XO, by AT&T California pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T California shall permit the extension of this Agreement, subject to amendment 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 Public Utilities Commission of the State of California and shall become effective ten (10) days following approval by such Commission.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 12th day of January, 2008, by AT&T California, signing by and through its duly authorized representative, and XO, signing by and through its duly authorized representative.

XO Communications Services, Inc.

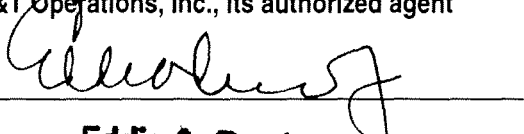
By: 

Name: Heather B. Gold
(Print or Type)
SVP-External Affairs

Title: _____
(Print or Type)

Date: 12/12/07

Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: **Director - Interconnection Agreements**

Date: 1-10-08

FACILITIES-BASED OCN # 7262

UNE OCN # 7262

RESALE OCN # 2796

ACNA TQW

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

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"), effective 03/01/2000 and further amended from time to time (the "Agreement"); and

WHEREAS, said Agreement included the ruling from the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California issued an order reversing, in part, the CA-PUC's Decision; and

WHEREAS on March 4, 2010, the United States Court of Appeals for the Ninth Circuit issued an order affirming the District Court's Order on the DS1 Cap Rule; and

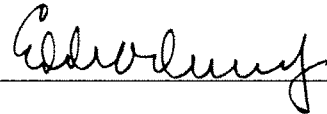
WHEREAS, the Parties desire to amend the Agreement and, more specifically, the California TRRO Attachment to reflect the Courts' decisions;

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

1. The TRRO Attachment to this Agreement is amended as stated below:
 - 1.1 In Section 1.1. 3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";
 - 1.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 2.1.4.1;
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

5. Reservation of Rights. 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.

XO Communications Services, Inc.**Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent**Signature: Signature: Name: **Heather B. Gold**
(Print or Type) **SVP-External Affairs**Name: Eddie A. Reed, Jr.Title: _____
(Print or Type)Title: Director-Interconnection AgreementsDate: 9/16/2010Date: 9.22.10**Resale OCN # 2796****UNE OCN # 7262****Switch Based OCN 7262****ACNA TQW**

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA
AND
XO COMMUNICATIONS SERVICES, INC.

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

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"), approved March 1, 2000 (the "Agreement"); and

WHEREAS, the California Public Utilities Commission (CPUC) recently approved changes to the California Performance Incentive Plan (PIP); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the new PIP by updating the existing remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing remedy provisions of the underlying Agreement with the new Appendix Remedy Plan attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall modify the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date"). Provided however, the new Appendix Remedy Plan shall be implemented as of the date this Amendment is fully executed.
6. Reservation of Rights. 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

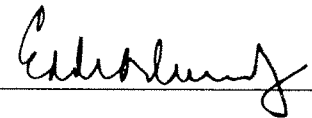
¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

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.

XO Communications Services, Inc.

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs
Title: _____
(Print or Type)

Printed: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements

Date: 8/12/2010

Date: 9-2-10

Resale OCN #s 2796, 8414

ULEC OCN #s 7262, 8782

CLEC OCN #s 7262, 8782

ACNAs – TQW,AF Y

APPENDIX REMEDY PLAN

TABLE OF CONTENTS

INTRODUCTION.....	1

APPENDIX REMEDY PLAN

1. INTRODUCTION

- 1.1 AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California. The Remedy Plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, is not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular remedy, or the language describing that remedy, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T CALIFORNIA is limited to providing any particular manner of access. The Parties' rights and obligations relating to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.2 "AT&T California Remedy Plan" is the Plan approved by the California Public Utilities Commission in Decision Number 08-12-032. By including this Appendix in its Interconnection Agreement, CLEC elects to receive Remedy Payments pursuant to Ordering Paragraph 2 of Decision Number 08-12-032.
- 1.3 Any future Commission-ordered additions, modifications and/or deletions to the AT&T California Remedy Plan in a generic docket or rulemaking proceeding, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.4 AT&T CALIFORNIA's agreement to implement this Remedy Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to AT&T CALIFORNIA's performance. AT&T CALIFORNIA and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T CALIFORNIA has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T CALIFORNIA's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Remedy Plan agrees that AT&T CALIFORNIA's performance with respect to this Plan, including the payment of remedies under this Plan, may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.5 Nothing herein shall be interpreted to be a waiver of AT&T CALIFORNIA's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2010	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 38241	Requested Effective Date: October 31, 2010	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Elizebeth Hansen		regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2011 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) ALJ-181			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 and if you have email capability, ALSO email to: TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ <i>Rev. 09/24/07</i>		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2010

U 1001 C
 Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{\text{UNE}} = \text{old price}_{\text{UNE}} * (1 + \text{index})$$

where
 $\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$
 where
 $\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

regtss@att.com
ajbily@aol.com
angelika.jacob@verizon.com
anitataffrice@earthlink.net
bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoi@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mariacarbhone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@cmmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kröss@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzter	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sftzter@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jioxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lsi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujana Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcomm.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1regulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcomsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").²

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

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. 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

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

22 State Generic Attachment Number			Current 2010 Recurring Rate	2011 Modified Recurring Rate
	<u>GENERIC TERMINOLOGY</u>			
	<u>NETWORK ELEMENTS</u>			
	<u>LOOPS</u>			
	<u>OANAD Terminology - LINKS)</u>			
13		2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
	DS3 Loop			
13		Zone 1	\$ 474.73	471.17
13		Zone 2	\$ 702.79	697.52
13		Zone 3	\$ 1,388.30	1377.89
13		Statewide	\$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

13		ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
13		ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
	<u>Interoffice Transport</u> <u>(OANAD Terminology - Dedicated Transport)</u>			
	<u>DS-0</u>			
		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 4.52	4.49
		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.01	0.01
13	<u>DS-1</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
13				
13	<u>DS-3</u> <u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL) (Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2012			
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 41216	Requested Effective Date: October 31, 2012	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers are Required for "Filer")			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Date Executed _____	
Subject of filing: (Service(s) included) Amendment for 2013 Modified UNE Rates		Contract _____ Total Rev (\$) _____	
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also must be served on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2012

U 1001 C
 Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

*new price_{UNE} = old price_{UNE} * (1 + index)*
where
index = Inflation_{previousyear} - 2.25%
where
Inflation_{previousyear} ≤ 3.00 and ≥ 1.50.

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1
 Index= 2.1%-2.25% = -0.15%
 Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
 A+ Wireless, Inc.
 Access One, Inc
 Access Point, Inc.
 ACN Communications Services, Inc
 Advanced TelCom, Inc.
 Airespring, Inc.
 ALEC, Inc.
 Arrival Communications, Inc.
 Astound Broadband, LLC
 AT&T Communications of California, Inc.
 Backbone Communications, Inc.
 Bandwidth.com CLEC, LLC
 BCN Telecom, Inc.
 Birch Telecom of the West, Inc.
 Blue Casa Telephone, LLC
 Blue Rooster Telecom, Inc.
 Bright House Networks Information Services (California), LLC
 Broadview Networks, Inc
 Broadwing Communications, LLC
 Brooks Fiber Communications
 Budget PrePay, Inc.
 BullsEye Telecom, Inc.
 Call America, Inc.
 Cal-Ore Communications, Inc.
 CBC Broadband Holdings, LLC
 Cbeyond Communications, LLC
 CCT Telecommunications, Inc.
 Charter Fiberlink CA - CCO, LLC
 Comcast Phone of California, LLC
 Competisys Corporation
 Comtel Telcom Assets LP dba Excel Telecommunications
 Comtel Telcom Assets LP dba VarTec Telecom
 ConnectTo Communications Inc.
 Covad Communications Company
 Cox California Telcom, LLC
 Creative Interconnect Communications, LLC
 Curatel, LLC
 Cypress Communications Operating Company, Inc.
 Digital West Networks, Inc.
 DMR Communications, Inc.
 dPi Teleconnect, L.L.C.
 DSLnet Communications, LLC
 Easton Telecom Services, LLC
 Electric Lightwave, Inc
 Enhanced Communications Network, Inc.
 Entelegent Solutions, Inc.
 Ernest Communications, Inc.
 Essex Acquisition Corporation
 FiberRide, Inc.
 First Communications, LLC

Fones4All Corporation
 Frazier Mountain Internet Services, Inc.
 Frontier Communications of America, Inc.
 Global Connect Telecommunications, Inc.
 Global Connection Inc. of America
 Global Crossing Local Services, Inc.
 Global Metro Networks California, LLC
 Granite Telecommunications, LLC
 Hypercube Telecom, LLC
 IBFA Acquisition Company, LLC
 ICG Telecom Group, Inc
 IDT America Corp
 Impulse Telecom, LLC
 Info-Tech Communications
 Infotelecom, LLC
 Integrated Telemanagement Services, Inc.
 Integrated TeleServices, Inc.
 InterMetro Communications, Inc.
 IP Networks, Inc.
 KMC Telecom V, Inc.
 Level 3 Communications LLC
 Lightyear Network Solutions, LLC
 Looking Glass Networks, Inc.
 LSSi Corp.
 Matrix Telecom, Inc.
 MCC Telephony of the West, LLC
 MCI WORLDCOM Communications, Inc.
 MCImetro Access Transmission Services LLC
 Metropolitan Telecommunications of California, Inc.
 Midwestern Telecommunications, Inc.
 Mosaic Networx, LLC
 Mpower Communications Corp.
 Mpower Networks Services, Inc.
 Neutral Tandem-California, LLC
 New Edge Network, Inc.
 Nexus Communications, Inc.
 nii communications, Ltd.
 Norcast Communications Corporation
 North County Communications
 O1 Communications, Inc.
 OACYS Telecom, Inc.
 Pacific Centrex Services, Inc.
 Pac-West Telecomm, Inc
 PaeTec Communications Inc
 PAXIO, Inc.
 Peerless Network of California, LLC
 Planet Telesis, Inc.
 Plumas Sierra Telecommunications
 PNG Telecommunications, Inc.
 Preferred Long Distance, Inc.
 Pre-Paid Tel.Com Inc
 Quality Telephone, Inc.
 QuantumShift Communications, Inc.

AT&T CALIFORNIA

Qwest Communications Company, LLC	TeleQuality Communications, Inc.
Race Telecommunications, Inc.	Telscape Communications, Inc.
Raw Bandwidth Telecom, Inc.	Think 12 Corporation
Reliance Globalcomm Services, Inc.	Time Warner Cable Information Services
Rosebud Telephone, LLC	(California), LLC
Rural Broadband Now!, LLC	Trans National Communications International,
Sage Telecom, Inc.	Inc.
SCC Communications Corp.	Tri-M Communications, Inc.
Sierra Advantage, Inc.	tw telecom of california l.p.
SnowCrest Telephone, Inc.	U.S. TelePacific Corp.
Sonic Telecom, LLC	United Communications Systems, Inc
Southern California Edison Company	Utility Telephone, Inc
Spectrotel, Inc.	Vaya Telecom, Inc.
Sprint Communications Company, L.P.	Verizon Avenue Corporation
SureWest Telephone and SureWest Televideo	Verizon California Inc.
Talk America Inc.	Verizon Select Services, Inc.
TC Telephone LLC	West Coast Voice & Data, Inc.
TCAST Communications, Inc	Wholesale Airtime, Inc.
Tel West Communications, LLC	Wide Voice, LLC
TelCentris Communications, LLC	WilTel Local Network, LLC
Telecom Management, Inc.	Worldwide Telecommunications, Inc.
Telekenex, Inc.	XO Communications Services, Inc.
Telephone Connection Local Services, LLC	YMax Communications Corp.
Telephone Service Incorporated	

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal".

Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com	kathy.mcmahon@sprint.com
ajbily@aol.com	ksalazar@telekenex.com
anitataffrice@earthlink.net	leh@cpuc.ca.gov
bwilde@creatint.com	lorrie.bernstein@mossadams.com
channing@tobinlaw.us	lsaldana@czn.com
daguirre@telscape.net	mgomez1@bart.gov
deyoung@caltel.org	norbe@dwt.com
daniel.ostroff@xo.com	patricia.delgado@usmc.mil
diane.peters@globalcrossing.com	pcasciato@sbcglobal.net
esther.northrup@cox.com	regulatory@surewest.com
fernb@valleyyellowpages.com	rejones@ccmi.com
gina.wybel@netwolves.com	rgloistein@orrick.com
hope.christman@verizon.com	rlongview@telecom611.com
info@tobiaslo.com	rmonto@neutraltandem.com
jchicoin@czn.com	terry.houlihan@bingham.com
john_gutierrez@cable.comcast.com	warner@ucsc.edu
jspencer@creatint.com	william.sanders@sfgov.org
judypau@dwt.com	ysmythe@caltel.com
katherine.mudge@covad.com	

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) Inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	(9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
Bullseye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectcto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Carrier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalm@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel									
Verizon California Inc.			Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Verizon Select Services, Inc.											
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Airtime, Inc.											
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. 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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<i>NETWORK ELEMENTS</i>			
<u>LOOPS</u>			
<u>(OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment



September 30, 2011

U 1001 C
 Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{UNE} = \text{old price}_{UNE} * (1 + \text{index})$$

where
 $\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$
 where
 $\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.

Index= 1.5%-2.25% = -0.75%

Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

Page 7 of 23 CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.co	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kröss@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio									
Birch Telecom of the West, Inc.	Interconnection	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Blue Casa Communications, LLC	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Rooster Telecom, Inc.	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Bright House Networks Information Services (California), LLC	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.co	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser							Beth_Choroser@comcast.		
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	com	215-286-5039	215-286-7893
Cometisys Corporation	Interconnection	Chief Executive	Stevin Dahl	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
	13 State - Interconnection - Renegotiated 2	Larry Halstead									
Competitive Communications, Inc.			CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
	13 State - Interconnection - Renegotiated 2										
Cox California Telcom, LLC	Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
	13 State - Interconnection - Renegotiated 1		Vice President of Operations								
dPi Teleconnect, L.L.C.	Interconnection - Renegotiated 1	Charles Hartley		1330 Capital Parkway		Carrolton	TX	75006	chuck.hartley@dpitelecon	(972) 488-8676	(972) 488-5500
	Interconnection - Renegotiated 1										
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
	13 State - Interconnection - Renegotiated 3										
Easton Telecom Services, LLC	Sectional - see Comments - Renegotiated 2	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	jjoxley@integratelecom.co	(503) 453-8223	(503) 436-8118
Electric Lightwave, Inc	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Enhanced Communications Network, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464
Entelegent Solutions, Inc.											

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcr		
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.co	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercub	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	e-llc.com	(847) 685-8944	(847) 685-8914
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.		
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	com	(720) 888-5134	(720) 888-2620
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	3031 Corvin Drive		Santa Clara	CA	95051	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292			
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	838 Village Way	Suite 1200	Palm Harbor	FL	34683	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	575 E. Locust	Suite 201	Fresno	CA	93720		(727) 738-5554	(727) 738-5553
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	2685 Park Center	Building A	Simi Valley	CA	93065	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	365 Main Street		San Francisco	CA	94105	rgeorge@ipnetworksinc.co	(562) 494-4977	(949) 922-5432
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director	1755 North Brown		Lawrenceville	GA	30043	m	(678) 985-6213	(678) 985-7900
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1901 Eastpoint Parkway		Louisville	KY	40223	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
LSSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopach	General Council	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	harris@lssi.net	(732) 512-2103	(732) 512-2100
MCC Telephony of the West, LLC	Interconnection	Anne Sokolin-Maimon	Vice President,	7171 Forest Lane	Suite 700	Dallas	TX	75230	sklopach@matrixbt.com	(214) 432-1576	(214) 432-1468
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	Mediacom	100 Crystal Run Road	Middletown	NY	10941	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	44 Wall Street	6th Floor	New York	NY	10005	daro@mettel.net	(212) 635-5074	(212) 607-2003
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic	2600 Maitland Center	Suite 300	Maitland	FL	32751	sthomas@tminc.com	(407) 740-0613	(407) 740-8575
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third St		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	620 Third Street		San Francisco	CA	94107	om	(510) 995-5603	(510) 995-5602
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	8525 Riverwood Park Drive		North Little Rock	AR	72113	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President- External Affairs	1 South Wacker	Suite 200	Chicago	IL	60606	mike@navtel.com	(501) 954-1602	(501) 954-4000
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	pbewick@newedgenetwor	360-737-0828	360-906-9775
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	c/o Cleartel	21214 High Tech Ave,	Orlando	FL	32817	ks.com	(740) 548-1173	(740) 549-1092
North County Communications	Interconnection	Todd Lesser		Communications	Suite 100	Oakland	CA	94602	rmuench@cleartel.com	(561) 454-5078	(561) 454-5041
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1425 Leimert Blvd	Suite 404	San Diego	CA	92110	kris@lokt.net	(510) 868-8418	(510) 285-8010
OACYS Telecom, Inc.	Interconnection			3802 Rosecrans St		Sacramento	CA	95814	todd@nccom.com	(916) 554-2180	(916) 554-2115
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs	1515 K Street	Suite 100				ahanson@o1.com		
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	6855 Tujunga Avenue		North	CA	91605	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	4210 Coronado		Stockton	CA	95204	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	6801 Morrison		Charlotte	NC	28211	Al.Finnell@paetec.com		(704) 319-1946
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627		(949) 200-6062.	(408) 343-8206
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
				7900 John Carpenter Freeway		Dallas	TX	75247		214-630-6759	214-630-9273

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelephone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcmsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcomm.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard		9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	President	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1regulatory@gmail.com	(618) 623-2300 X 1189	(618) 623-2301
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee									
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Trans National Communications International, Inc.	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Tri-M Communications, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcmsolution.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Raphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
	Sectional - see Comments - Renegotiated 1			27515 Enterprise Circle West					greg.m@socaltelephone.com		
Wholesale Airtime, Inc.	Interconnection - Renegotiated 1	Greg Michaels	President	Circle West		Temecula	CA	92590		(951) 693-1550	(951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751			
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and **CLEC** ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace AT&T California Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the AT&T California Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached AT&T California Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. 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.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current Recurring Rate	2011 CALTEL Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 13 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 14 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 15 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
DS3 Loop			
	Zone 1	\$ 474.73	471.17
	Zone 2	\$ 702.79	697.52
	Zone 3	\$ 1,388.30	1377.89
	Statewide	\$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 16 of 23

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 17 of 23

PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #3 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #3 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #3 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #4 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #4 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #4 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #5 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #5 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #5 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #7 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #7 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #7 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
4-Wire xDSL Loop			
PSD #3 - 4-Wire xDSL Loop Zone 1	\$	20.15	20.00
PSD #3 - 4-Wire xDSL Loop Zone 2	\$	24.38	24.20
PSD #3 - 4-Wire xDSL Loop Zone 3	\$	36.41	36.14
PSD #3 - 4-Wire xDSL Loop Statewide /1/	\$	22.41	22.24

		Current 2011 Recurring Rate	2012 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
OANAD Terminology - LINKS)			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	36.14	35.87

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 19 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	48.30	47.94

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 20 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 21 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 22 of 23

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.77	4.73
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 23 of 23

	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL) (Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2013			
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 42804	Requested Effective Date: October 31, 2013	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Contract _____ Total Rev (\$) _____	
Subject of filing: (Service(s) included) Amendment for 2014 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2013

U 1001 C
 Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{\text{UNE}} &= \text{old price}_{\text{UNE}} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
 Index= 1.7 % -2.25% = -0.55%
 Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866-430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA- Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	interconnection2@sprint.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telegenex, Inc.	Sectional - see Comments	Anthony Zabitz	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabitz@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€” Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. 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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 16 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

Page 17 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 18 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.72	4.69
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

Page 19 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2014	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44032	Requested Effective Date: October 31, 2014	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Janet Arnold		regtss@att.com	(415) 778-1299
Certif.		regtss@att.com	(415) 778-1299
Fax No.: (415) 543-3766			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2015 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2014

U 1001 C
 Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
 Index= 1.5% - 2.25% = -0.75%
 Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networkx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks, (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	stthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dw.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhn.com; Marva.Johnson@mybriighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Opt Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	07310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	01752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC Page 12 of 20	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfoosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc. Page 28 of 26	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	jmills@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

Page 14 of 20

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. 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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 17 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

Page 18 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 19 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2015	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 430 Bush Street, 1st Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44894	Requested Effective Date: January 1, 2016	AL Tier I ☐ II ☐ III ☒	
Name:		Email Address:	Phone No.:
Filer: Richard Howell		regtss@att.com	(415) 778-1299
Certif.:		regtss@att.com	(415) 778-1299
Fax No.: (214) 486-1580			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name

A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

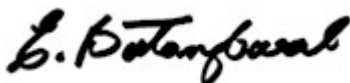
AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. - "Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmillis@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newport Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@impulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com .
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€” Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State - Interconnection	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

- a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.
- b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

- c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.
- d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.
- e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.
- f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.
- g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.
- i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
- j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

- k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.
- l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.
- m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.
- n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

- p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

Settlement Agreement between
Pacific Bell Telephone Company d/b/a
AT&T California ("AT&T") and
California Association Competitive
Telecommunications Companies ("CALTEL")

- q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

By: 
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")


By: _____
Printed Name: Sarah DeYoung
Title: Executive Director
Date: Sept. 30, 2015

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1, 2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. 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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 21 of 24			
GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

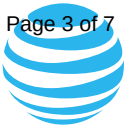
Page 22 of 24	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.57

Page 23 of 24	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.65	4.60
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

Page 24 of 24	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: August 16, 2017	
Company Name: AT&T California		CPUC Utility Number U -1001-C	
Address: 430 Bush Street, 5 th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 46852	Requested Effective Date: September 15, 2017	AL Tier I ☐ II ☒ III ☐	
Name:	Email Address:	Phone No.:	Fax No.:
Filer: Richard T. Howell	att-regulatory-ca@att.com	(415) 417-5033	(214) 486-1580
Certif.:	att-regulatory-ca@att.com	(415) 417-5033	No. Tariff Sheets:
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included)		Amendment to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.	
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.

NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site at <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective September 15, 2017

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal". The signature is written in a cursive, flowing style.

AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

ksalazar@telekenex.com
lil.taylor@sprint.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

AT&T Wholesale Amendment

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	(312) 441-9990	(312) 441-1010	markj@AccessOneInc.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-4224	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 439-3571	(919) 238-3571	ljfreeman@bandwidth.com
Bright House Networks Information Services (California), LLC	Interconnection	Michael R. Moore	GBP Telephone Regulatory	12405 Powerscourt Dr		St Louis	MO	63131	314.543.2414	314.965.6640	Michael.Moore@charter.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	(707) 551-8210	(707) 552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 940-1010	(209) 955-2650	jmills@utilitytelephone.com
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	lwhite@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4cct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	10 Exchange Place	Suite 1710	Jersey City	NJ	7302	(415) 738-6727	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Richard Chapkis	Deputy General Counsel	One Comcast Center	55th Floor	Philadelphia	PA	19103	(2150 286-5237	(215) 286-5039	richard_chapkis@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	877-302-2584	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1102	(650) 597-1160	bwilde@cictelecom.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(800) 930-3333	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Digital West Networks, Inc.	22 State - Interconnection	Nathan Terrell	Infrastructure Manager	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	(805) 781-9378	(805) 781-9379	nathan.terrell@digitalwest.com
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani	Manager	1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6252	(888) 315-2669	ddicicco@gcioa.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	469-727-1515	866-639-6967	ron.beaumont@h3net.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@implulse.net
Integrated Path Communications, LLC	Section 251 Agreement Exclusively for Intercarrier Compensation	Brian Shepard	CEO	9030 State Route 22	Suite 3	Hillsdale	NY	12529	518-325-1396	518-325-1397	bshepard@ipc-llc.com
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	isaacs@isg-telecom.com.

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046	(800) 899-4125 ext. 209		elise.brentnall@garlic.com
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766	(866) 841-7898	NA	brussell@dmv.com
Mpower Networks Services, Inc.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
NetFortris Acquisition Co., Inc.	Sectional - see Comments	Pam Bathke	Accounts Payable	59 Sheffield Road		Manchester	NH	3103	(888) 469-5100	NA	brandon.lancaster@netfortris.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9145	(770) 232-9208	kreeves@telecomcounsel.com
North County Communications	Interconnection	Todd Lesser	President	3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750	(619) 364-4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	James Mertz	Vice President of Industry Affairs	5190 Golden Foothills Parkway		El Dorado Hills	CA	95762	916.235.2039	916.933.6958	jmertz@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257	559-781-4123		tolson@oacys.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	(818) 623-2300 x1118	(818) 623-2501	mairac@pcs1.net
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager – Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-319-1946	704-602-1946	Al.Finnell@Windstream.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(703) 323-0085	(303) 391-2275	Charles.lahey@centurylink.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(661) 599-8793	(650) 763-3766	mike.mulkey@ringcentral.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1597	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Al Finnell	Sr. Contract Manager	301 N. Main Street	23rd Floor	Greenville	SC	29601	704-319-1946		Al.Finnell@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-0388 x100	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071	(213) 344-2010	(213) 344-2030	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2300 X 1189	(818) 623-2301	pcs1regulatory@gmail.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 456-1076	(805) 568-0063	bmcclintock@tncii.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(657) 600-4797	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(407) 965-1077	(321) 710-6898	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	21 State - Interconnection - Renegotiated 2	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart	Suite 390	Las Vegas	NV	89145	(702) 553-3007 x2084	(702) 825-2582	erlae@widevoice.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gerald E. Eisenhart	Manager, Carrier Management	777 East Park Drive	Suite 400	Harrisburg	PA	17111	717.562.5048	NA	gerald.e.eisenhart@verizon.com

**AMENDMENT TO THE AGREEMENT
BETWEEN
CLEC
AND
PACIFIC BELL TELEPHONE COMPANY d/b/a CALIFORNIA**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) (“AT&T CALIFORNIA”), and CLEC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform 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, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC’s agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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 counterparts shall together constitute one and the same instrument.
9. Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

XO COMMUNICATIONS SERVICES, INC., XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Dan HigginsSignature: eSigned - William BockelmanName: eSigned - Dan Higgins

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: AVP - Carrier Management

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 04 Jun 2018Date: 04 Jun 2018**XO Communications Services, Inc., XO
Communications Services, LLC**

BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520
OKLAHOMA	2796	---	---

SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, INC. OR XO COMMUNICATIONS SERVICES, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC 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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and XO Communications Services, Inc. or XO Communications Services, LLC (collectively “XO”) as shown in the attached Exhibit A. AT&T and XO are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and XO are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, XO Communications Services, Inc. has changed its name to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas and wish to reflect this name change as set forth herein

WHEREAS, the Parties desire to amend the Agreement to implement the Lifeline and Link Up Reform and Modernization et al., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 (“FCC Lifeline Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

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, the terms and conditions, contained within, Exhibit A - AT&T Listing of Interconnection Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.

3. Intercarrier Compensation

- 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation and apply regardless of whether Section 251(b)(5) Traffic is routed through a Party's Tandem Switch or End Office.

4. Forbearance

- 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. Customer Information Services (CIS)

- 5.1. With the exception of 4.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

5.3. Add the following provisions to the Attachment or Appendix for Resale

- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 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.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T 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.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are 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.
- CIS.5 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.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or 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 the responsibility of CLEC 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 Express 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. Name Change

- 5.1 The Agreement is hereby amended to reflect the name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas.
- 5.2 AT&T shall reflect that name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas only for the main billing account (header card) for each of the accounts previously billed to XO Communications, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 5.3 Once this Amendment is effective, XO shall operate with AT&T under the “XO Communications Services, LLC” name in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas for those accounts. Such operation shall include, by way of example only, submitting orders under XO, and labeling (including re-labeling) equipment and facilities with XO. Any change in XO’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only XO’s name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, XO is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. XO must submit the appropriate service request to AT&T to update XO’s name on all applicable billing accounts (BANs), and XO is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should XO desire to change its name on individual circuits and/or End User records, XO must submit the appropriate service request(s) to AT&T to update XO’s name on individual circuits and/or End User records, and XO is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. The Parties agree to replace Section N (Section 15. In Arkansas and Oklahoma, Section 15.0 in Kansas, Section 18 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, Section 19 in Michigan, Missouri, Ohio and Texas, and Section 19. In California, Illinois, Indiana and Wisconsin) from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T 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:
- N.1.1 delivered by electronic mail (email).
- N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T 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:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
- N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:

- N.3.1 the date of actual receipt.
- N.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.
- N.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.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gerald E. Eisenhart Manager, Carrier Management
STREET ADDRESS	777 East Park Drive
CITY, STATE, ZIP CODE	Harrisburg, PA 17111
PHONE NUMBER*	717.562.5048
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	gerald.e.eisenhart@verizon.com

COPY TO CONTACT	CLEC CONTACT
NAME/TITLE	James G. Pachulski Deputy General Counsel
STREET ADDRESS	1320 North Court House Road, 9 th Floor
CITY, STATE, ZIP CODE	Arlington, VA 22201
PHONE NUMBER*	703.351.3656
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	VZLegalWholesale@verizon.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.

- N.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 N. 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.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T 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 to be received at least thirty (30) days prior to the

change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T 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.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. 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 counterparts shall together constitute one and the same instrument.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/21/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/2/04
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/28/10
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	XO Communication Services, LLC	Same	Interconnection	8/9/02
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	9/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	11/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/30/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/19/03
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	2/26/04
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Same	Interconnection	6/21/04

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/12/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Same	Interconnection	10/20/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/29/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Same	Interconnection	1/24/02
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	XO Communication Services, LLC	Same	Interconnection	6/10/10
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Same	Interconnection	1/8/02
The Ohio Bell Telephone Company d/b/a AT&T OHIO	XO Communication Services, LLC	Same	Interconnection	2/1/02
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Same	Interconnection	3/1/04
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/1/00

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	3
2.0 Definitions	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 LISTINGS	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA).....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.

3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
 - 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 4.2.1.2 Listing Information Confidentiality:
 - 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
 - 4.2.1.3 Unlisted/Non-Published End Users:
 - 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT D

Page 21 of 46

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	AL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per Switch per OCN						16.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of OA per OCN (Regional)						1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res) 16.81% (Bus)		N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement				0.00bk			MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04	0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.30% (Res) 17.30% (Bus)		N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				20.30% (Res) 17.30% (Bus)		N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load - per trunk group				NA	\$800.00	\$800.00	per trunk group
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per state, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN Operator Services Fully Automated Call Processing, per call				NA		\$1,500.00	per state, per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.15	NA	NA	per call
6	IL	OPERATOR CALL PROCESSING	DA Listing - per listing for initial load	XPU	OPEN		\$0.03	NA	NA	per work second
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$0.06	\$0.04	NA	per listing
							See IL, C.C No. 22 Tariff	NA		per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				(Part 22)	NA		discount
							See IL, C.C No. 22 Tariff	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				(Part 22)	NA		discount
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					N/A	N/A	Flat Rate Discount for Resale
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing --per listing for initial load				\$ 0.040	NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing -- per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING REFERENCE	Directory Assistance - Branding Per call state, per OCN		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING REFERENCE	Operator Services - Branding Per call state, per OCN		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	NA	NA	Flat Rate Discount for Resale
6	KS	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk	3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services						N/A	Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)						N/A	Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	BRANDING - DIRECTORY ASSISTANCE BRANDING - OPERATOR CALL	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	LA	BRANDING - OPERATOR CALL								monthly
6	LA	PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	LA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	LA	BRANDING - OPERATOR CALL PROCESSING	Directory Assistance Services				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES					20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$800.00	\$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Operator Services Fully Automated Call Processing, per call					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	DA Listings - per listing for initial load	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU							
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Directory Assistance (DA) - per call		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUR2		\$0.00	NA	NA	MOU
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk	3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	MS	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING	Directory Assistance Services				N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING					N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.50% (Res) 17.60% (Bus)			Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				21.50% (Res) 17.60% (Bus)			Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE BRANDING - OPERATOR CALL	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN Operator Services Fully Automated Call Processing, per call				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	DA Listings - per listing for initial load	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA \$ 0.040		per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU				NA	NA	NA	MOU
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN							per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing						0.04	listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	See Tariffs and / or Service Guidebook
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							Flat Rate Discount for Resale
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	(DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing				0.04			listing
6	TN	SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	[DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	[DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit initial listing is no charge See Tariffs and / or Service Guidebook
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Unbranding - Loading of DA per OCN (1 OCN per Order)							
6	TN	BRANDING - DIRECTORY ASSISTANCE					N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional) Loading of OA Custom Branded Announcement per Switch per OCN							OCN
6	TN	PROCESSING					N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operator Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) /where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT OTHER RESALE - DIRECTORY	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	ASSISTANCE/OPERATOR SERVICES OTHER RESALE - DIRECTORY	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount
6	WI	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC 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, ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC
D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC
D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY, LLC
D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T
OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T
WISCONSIN**

AND

XO COMMUNICATIONS SERVICES, LLC

Signature: eSigned - Daniel J. Higgins IISignature: eSigned - Kristen E. ShoreName: eSigned - Daniel J. Higgins II
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: AVP
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 09 Sep 2025Date: 09 Sep 2025**XO Communications Services, LLC**

BellSouth Telecommunications, LLC 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, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520

OKLAHOMA	2796	---	---
SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T TENNESSEE, ILLINOIS BELL
TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC
D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY, LLC, D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE
COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA
AND AT&T TEXAS, WISCONSIN BELL, LLC, D/B/A AT&T WISCONSIN**

This Amendment (Amendment) amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC, d/b/a AT&T TENNESSEE, Illinois Bell Telephone Company, LLC, d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC, d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC, d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC, d/b/a AT&T OHIO, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, LLC d/b/a AT&T WISCONSIN (AT&T) and XO Communications Services, LLC (CLEC). AT&T and CLEC are hereinafter referred to collectively as Parties and individually as a Party.

WHEREAS, AT&T and CLEC are Parties to the Agreements shown in the attached Exhibit A.; and

WHEREAS, AT&T and CLEC wish to enter into a Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.

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

1. This Amendment is composed of the foregoing recitals, terms and conditions, contained herein, including Exhibit A – Listing of Agreements, all of which constitute a part of this Amendment.
2. The Parties agree to remove all rates, terms, conditions, and appendices/attachments related to Structure Access from the Agreements listed in Exhibit A. From the Execution Date, Structure Access will be covered by a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.
3. This Amendment is be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment will govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, may not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
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 does not modify or extend the Effective Date or Term of the underlying Agreement, but rather be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart will be considered an original and such counterparts together constitute one and the same instrument.

8. For Illinois, Indiana, Kansas, Michigan, Missouri, Oklahoma, Tennessee, Texas: This Amendment will be filed with and is subject to approval by the applicable state Commission and become effective 10 days following approval by such Commission. For Arkansas: This Amendment will be filed with the Arkansas Public Service Commission and become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment will become effective 10 days after the mailing date of the final order approving this Amendment.

Exhibit A – List of Agreements

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Effective Date
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	XO Communication Services, LLC	Interconnection	3/21/2006
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Interconnection	11/4/1999
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	XO Communication Services, LLC	Interconnection	10/24/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	XO Communication Services, LLC	Interconnection	8/13/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Interconnection	10/20/2006
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	XO Communication Services, LLC	Interconnection	8/29/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Interconnection	11/1/2001
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	XO Communication Services, LLC	Interconnection	6/10/2010
Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Interconnection	1/8/2002
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	XO Communication Services, LLC	Interconnection	12/11/2001
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Interconnection	3/11/2004