FIRST AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
FOR THE STATE OF KENTUCKY
DATED JULY 20, 2001

Pursuant to this Agreement, ("Amendment") AT&T Communications of the South Central States, Inc. ("AT&T") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 20, 2001, 2001 ("Interconnection Agreement").

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

Pursuant to this Amendment the "Parties", hereby agree to amend the Interconnection Agreement to reflect the following:

1. The Parties agree to delete Section 5 of Attachment 2 in its entirety and replace with the following provisions for subloops set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.

2. The Parties agree to delete Section 3.9 of Attachment 2 in its entirety and replace with the following provisions for Line Sharing and Line Splitting as set forth in Exhibit 2 of this Amendment attached hereto and incorporated herein by this reference.

3. The Parties further agree to add the Unbundled Port Loop Combinations-Market Rates to Attachment 2, Exhibit A, as set forth in Exhibit 4 of this Amendment. The Parties further agree to delete the ODUF Recording per message rate as set forth in Attachment 6, Exhibit E and replace it with the rate set forth in Exhibit 3 of this Amendment. Exhibit 3 is attached hereto and incorporated herein by this reference.

4. The Parties agree to delete Attachment 3, Section 5.3.2.2 and replace it with the following:

> For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5. The Parties agree to delete the preface in its entirety and replace it with the following:

This Agreement, which shall become effective as of the 20th day of July, 2001, is entered into by and between AT&T Communications of the South Central States, Inc., a Delaware corporation ("AT&T"), having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, and BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

6. The Parties agree to delete the title "Preferred Interconnection Architecture" of Exhibits C-F in Attachment 3, and replace it with a new title of "Standard Interconnection Architecture."

7. The Table of Contents in Attachment 3 is hereby deleted in its entirety and replaced with the following:

8. The Parties Agree to delete paragraph 1.8.1 of Attachment 3 and replace it with the following:

Additional Points of Interface in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional Points of Interface in a LATA, the traffic originated from AT&T or BellSouth destined to the other Party at the proposed additional Point of Interface must exceed 8.9 million minutes of local or ISP-bound traffic per month for three consecutive months. Additionally, any end office to be designated as a Point of Interface must be more than 25 miles from an existing Point of Interface. AT&T may designate one additional Point of Interface per state without qualification during the term of this Agreement. BellSouth will not designate a Point of Interface at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available. In addition, if AT&T installs a new switch at an existing POI location, the new switch will be considered part of the existing POI.

9. All of the other provisions of the Interconnection Agreement, dated July 20, 2001, shall remain in full force and effect.

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

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

AT&T Communications of the South Central States, Inc.

By: Bill C Peacock

Name: Bill C. Peacock

Title: Director - Local Services & Access Management

Date: 10/12/01

BellSouth Telecommunications, Inc.

By: Pat C Finlen

Name: PATRICK C. FINLEN

Title: MANAGING DIRECTOR

Date: 10/15/01

5. Unbundled Subloop

5.1 Definitions

5.1.1 BellSouth defines USL-INC (a.k.a. riser cable) as the distribution facility inside a multi-dwelling unit, multi-story building. USL-INC includes the facility from the cross-connect device in the main equipment room up to the Network Interface Device ("NID") or demarcation point on a particular floor in a multi tenant environment. Access to USL-INC includes access to UNTW that is connected to the USL-INC pair to serve an end-user.

5.1.2 Pursuant to 47 CFR 51.319 (a)(2) the subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any 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. Such points may include, but are not limited to, the pole or pedestal, the NID, the minimum point of entry ("MPOE"), the single point of interconnection ("SPOI"), the main distribution frame ("MDF"), the remote terminal ("RT"), and the feeder/distribution interface ("FDI").

5.1.3 Multi Tenant Environment ("MTE"), Multi Tenant Unit ("MTU"), or Multiple Dwelling Unit ("MDU") collectively referenced as "MDUs" - A single premises where multiple businesses or residences are located in physically separated units.

5.1.4 Pursuant to 47 CFR 51.319 (a)(2)(i), Inside wire is defined as all loop plant owned by BellSouth on end-user customer premises as far as the point of demarcation as defined in 47 C.F.R § 68.3, including the loop plant near the end-user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the SPOI, the pedestal, or the pole.

5.1.5 MPOE – shall be either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters a multiunit building or buildings.

5.1.6 Unbundled Network Terminating Wire ("UNTW") – is twisted copper wire or any future type of facility other than copper that BellSouth deploys for UNTW and if technically feasible to be unbundled, that extends from BellSouth's garden terminal on the side of a building or telecommunication equipment room or wiring closet that is typically located on each floor of a multi-story building to the point of demarcation at the end-user's location. UNTW is the "last" part of the loop on the BellSouth network side of the demarcation point.

5.1.7 Demarcation Point – is that point on the loop where BellSouth's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control, it is not a fixed location on the network, but rather a point where BellSouth's and a property owner's responsibilities meet.

5.1.8 Intermediary Access Terminal ("IAT") – A terminal to be constructed by BellSouth that provides access to UNTW that will be fully accessible and suitable for use by multiple carriers at no additional cost to the carriers.

5.1.9 SPOI – is a cross-connect device, known as an IAT, where multiple carriers may access UNTW that is owned and or controlled by BellSouth on a multi-unit premise.

5.1.10 General Requirements

5.1.10.1 BellSouth shall provide all subloop elements or subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by BellSouth within its own network. To the extent a subloop element does not perform to this standard, BellSouth will perform all necessary work, at its own cost, to bring the subloop element into conformance within the appropriate time intervals as stated in Attachment 9 of this Agreement. During the period when a subloop element fails to meet this standard, AT&T will not be held responsible for any payments to BellSouth for its use.

5.1.10.2 BellSouth must provide unbundled access to subloops to AT&T at any technically feasible point. BellSouth will not in any manner restrict or delay access to such technically feasible points.

5.1.10.3 Subloop elements include, but are not limited to, the following: Distribution (including concentration multiplexing functionality), UNTW, USL-INC, and feeder. At its option, AT&T may purchase from BellSouth on an unbundled basis the entire loop which includes the NID, or any technically feasible subloop element. Any existing combined subloop elements, as defined in Section 2.7.1 of this Attachment 2, shall not be separated.

5.1.10.4 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop ("USL") and unbundled subloop functionalities such as Unbundled Subloop Concentration System ("USLC"). BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act to the subloop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

5.2 Unbundled Subloop Distribution Facilities

5.2.1 Definition

The Unbundled Subloop Distribution ("USLD") facility is a dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device regardless of the specific nomenclature employed when referring to the device. The BellSouth cross-connect device may be located within a RT or a stand-alone cross-box in the field or in the equipment room of a building. AT&T will request access to USLD or Unbundled Copper Subloop ("UCSL") through the Service Inquiry ("SI") Process described in Section 5.2.3.6.2.

5.2.2 The USLD Facilities may be provided using copper twisted pair, and/or any other existing type facility if technically feasible.

5.2.3 The following are the current USLD offerings:

5.2.3.1 Voice grade analog USLD is a subloop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

5.2.3.2 USLD facilities were originally part of the entire voice grade analog loop from the BellSouth central office to the customer network interface. Therefore, the voice grade analog USLD may have load coils, which are necessary for transmission of voice grade services.

5.2.3.3 UCSL is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end user's point of demarcation.

5.2.3.4 If available, UCSL will not have any intervening equipment such as load coils between the end user and the cross-box.

5.2.3.5 If AT&T requests an UCSL and a non-loaded pair is unavailable, AT&T may order unbundled subloop modification to remove load coils and/or bridge tap from an existing subloop facility. If load coils are removed from an existing subloop, that subloop will be classified as a UCSL. AT&T may order, at its option, the Loop Make-Up, at the applicable rates, to determine what loop modifications will be required, and should AT&T request a loop that requires modification, AT&T will be charged the applicable rate for that loop modification.

5.2.3.6 Access to voice grade USLD and UCSL pairs will be provided in the BellSouth cross-box as follows:

5.2.3.6.1 For access to voice grade USLD and UCSL, AT&T will be required to deliver a cable to the BellSouth cross-box in the field to provide continuity to AT&T's feeder facilities. This cable will be connected, by a BellSouth technician within the BellSouth cross-box during the set-up process. AT&T's cable pairs can then be connected to BellSouth's USLD within the BellSouth cross-box by the BellSouth technician.

5.2.3.6.2 Through the Service Inquiry ("SI") process, BellSouth will determine whether access to USLD at the location requested by AT&T is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet AT&T's request, then BellSouth will perform the set-up as described in the section that follows. Where access to the cross box is infeasible, BellSouth will notify AT&T in writing within five (5) to seven (7) business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement.

5.2.3.6.3 Set-up work must be completed before AT&T can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T's cable into the BellSouth cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs. The Estimated Completion date ("ECD") for set up at the cross-box will be sixty (60) days subject to the terrain, and/or obtaining work permits, and equipment delivery. In the event that BellSouth cannot meet the sixty (60) day ECD, BST will notify AT&T in writing via the SI process. BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis.

5.2.3.6.4 Once the set-up is complete, AT&T will request subloop pairs through submission of a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). The provisioning of the order will include the physical removal of the BellSouth feeder wired to the BellSouth central office, and no additional charges will be assessed to AT&T for this removal. For expedite requests by AT&T for subloop pairs, expedite charges will apply for intervals less than five (5) days.

5.2.3.6.5 The rates for USLD are as set forth in Exhibit A of this Attachment and are interim and subject to true-up.

5.2.3.6.6 In the case of BellSouth facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point.

5.2.3.6.7 In the case of BellSouth facilities serving MDUs, distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities and where it is technically feasible to access a sub-loop element, as requested by AT&T pursuant to the SI.

5.2.3.6.8 The USLD element shall be capable of transmitting any signal(s) that is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by BellSouth.

5.2.3.6.9 Unbundled subloop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

5.2.4 **UNTW**

5.2.4.1 BellSouth will install the IAT within sixty (60) days from the submission of the SI or as mutually agreed to by the parties. BellSouth shall install the IAT in properties identified by AT&T in a SI process.

5.2.4.2 In garden apartment or campus MDU environments, the IAT shall be installed adjacent to BellSouth's garden terminal unless AT&T and BellSouth mutually agree otherwise. Each IAT installed in garden apartments or campus MDU environments will provide access to all UNTW pairs connected to the BellSouth garden terminal with which it is associated.

5.2.4.3 In high-rise environments IATs will be installed in the wiring closet adjacent to BellSouth's distribution and riser cable terminals unless AT&T and BellSouth mutually agree otherwise. Each IAT installed in a wiring closet will provide access to UNTW pairs at rates set forth in Exhibit A.

5.2.4.4 Once the IATs are installed, AT&T's employees will have access to the IAT without the necessity of coordinating such efforts with BellSouth's employees or agents.

5.2.4.5 BellSouth's provision of IATs shall fulfill BellSouth's obligation to provide a SPOI.

5.2.4.6 Upon request by BellSouth, AT&T will engage in negotiations with BellSouth for the purpose of defining mutually agreeable terms, conditions and charges that grant BellSouth access to retail customers in MDUs where AT&T owns the network terminating wire available to serve the retail customer. The terms and conditions set forth in Subsections 5.2.4.7.12 - 5.2.4.7.15 of this Section shall be incorporated in any agreement negotiated between BellSouth and AT&T for BellSouth's access to AT&T's NTW. If the Parties are unable to reach agreement as to such terms, conditions and charges within sixty (60) days following BellSouth's request, then either Party, at its option, shall petition the Commission for resolution of the disputed terms.

5.2.4.7 Requirements

5.2.4.7.1 Except as noted below, upon request of AT&T, BellSouth will provide access to any IAT in all instances involving UNTW MDU premises, including garden style MDU complexes.

5.2.4.7.2 Upon receipt of the SI form requesting access to BellSouth's UNTW pairs at a MDU, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the IAT(s). By request of AT&T, an IAT will be installed either adjacent to BellSouth's garden terminal, telecommunications equipment room, or inside each wiring closet. AT&T will deliver and connect its central office facilities to the UNTW pairs within the IAT. AT&T may access all pairs on an IAT. AT&T will only access pairs that are not being utilized to provide service or where the end user has requested a change in its local service provider to AT&T. Prior to connecting AT&T's service on a pair previously used by BellSouth, AT&T is responsible for ensuring the end-user is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.

5.2.4.7.3 BellSouth shall notify AT&T of the ECD for installation of the IATs and access to the UNTW pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this attachment BellSouth will notify AT&T in writing via the SI process, BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

5.2.4.7.4 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T of such status and negotiate a revised ECD.

5.2.4.7.5 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the installation of an IAT unless otherwise agreed.

5.2.4.7.6 BellSouth will seek the property owner's permission for installation of the IAT(s). If the property owner refuses to allow the installation of the IAT, AT&T will be responsible for submitting a cancel via the SI process. BellSouth will not be found in non-compliance of the Commission's order if the property owner refuses the IAT installation.

5.2.4.7.7 BellSouth shall install the IATs, if IATs have not been previously installed, in accordance with generally accepted telephone industry standards. AT&T may install a separate connecting block in the IAT for its central office facilities; however, the connecting block must be of a size that will allow it to fit physically in the IAT (SPOI) and must meet the technical specifications for the IAT of the vendor(s) selected by BellSouth to provide the IAT. Such connecting block shall be used to connect the MDU pairs activated by AT&T with AT&T's network facilities.

5.2.4.7.8 BellSouth will record the completion of the IAT(s) and send AT&T a FOC. The FOC will contain the information necessary for AT&T to report UNTW pair activation to BellSouth. Additionally, BellSouth will comply with the applicable Service Quality Measurements ("SQMs") found in Attachment 9 of this agreement.

5.2.4.7.9 AT&T may access, at the IAT, any UNTW pair connected to the IAT to provide service to an end-user customer of AT&T. AT&T is responsible for obtaining the end-user's authorization to disconnect service with BellSouth before using a UNTW pair that BellSouth was using to provide service to the end-user. If the end-user wishes to maintain concurrent service with both BellSouth and AT&T, AT&T shall not access the UNTW garden terminal MDU pair(s) that BellSouth is using to provide its concurrent service. AT&T will submit any Local Number Portability ("LNP") orders associated with changes in service providers for its end-users pursuant to Attachment 5 of this Agreement.

5.2.4.7.10 Once AT&T has accessed a UNTW pair to serve its end-user, AT&T will submit a Local Service Request ("LSR") to BellSouth within five (5) business days of UNTW pair activation to report activation of that UNTW pair using the information provided to AT&T on the FOC. AT&T may submit a single LSR to activate multiple UNTW pairs on the same IAT. If AT&T deactivates a UNTW pair, AT&T shall also submit an LSR within five (5) business days of UNTW pair deactivation to report such deactivation. LSRs shall be submitted to BellSouth manually until such time as an electronic interface is deployed.

5.2.4.7.11 AT&T must test and isolate any repair problem on existing UNTW pairs. AT&T will be responsible for reporting repair problems on existing UNTW pairs to the appropriate BellSouth department. Response to trouble and repair reports will be on a nondiscriminatory basis unless specific performance standards have been established for BellSouth. In that case, those performance standards will apply to BellSouth for the activities described in this Section. If BellSouth dispatches a technician on a UNTW trouble reported by AT&T and no trouble is found on the BellSouth facility, BellSouth will charge AT&T for time spent on the dispatch and UNTW testing.

5.2.4.7.12 If AT&T has not activated at least one (1) pair on each IAT installed, as requested on the SI within six (6) months of completion of IAT installation, BellSouth will issue an order for activation/billing of one (1) pair at each IAT excluding extraordinary conditions such as conditions stated in the "Force Majeure" language established in the General Terms and Conditions of this Agreement.

5.2.4.7.13 AT&T will pay a non-recurring charge per pair for UNTW pair activation, a monthly recurring charge per pair for use of a UNTW MDU pair and a non-recurring charge per pair for each UNTW garden terminal MDU pair disconnected when AT&T is no longer providing service to the end-user.

5.2.4.7.14 If BellSouth determines that AT&T is using a UNTW pair without reporting activation to BellSouth, the following charges shall apply in addition to any fines which may be established by the Commission and any other remedies at law or in equity available to BellSouth.

5.2.4.7.15 If AT&T activated a UNTW pair on which BellSouth was not previously providing service, AT&T will be billed for the use of that UNTW pair back to the date the end-user began receiving service using that UNTW pair. Upon reasonable request, AT&T will provide copies of billing records to substantiate such date. BellSouth may bill back to the date of the IAT installation if AT&T fails to provide such records.

5.2.4.7.16 Other Forms of MDU Premises Access to UNTW. In the event that AT&T requests a form of MDU premises access using UNTW pairs in a manner other than as set forth herein or that is substantially different from the process described in this Agreement, then AT&T will utilize the Bona Fide Request Process set forth in Attachment 10 of this Agreement to determine the appropriate terms and conditions for access to UNTW and to establish rates.

5.2.4.7.17 Any information about AT&T's multiunit premises access that BellSouth obtains pursuant to the activities described in this Section is specifically designated as Confidential Information pursuant to Section 9 of the General Terms and Conditions of this Agreement. In addition to the

restrictions on disclosure of Confidential Information set forth in that Section, BellSouth hereby agrees that this information will not be shared with any of BellSouth's retail marketing or sales personnel.

5.2.4.7.18 The Parties acknowledge that BellSouth may describe procedures for the provision of UNTW in the CLEC Information Package provided by BellSouth Interconnection Services. To the extent that such procedures conflict with the procedures described in this Agreement, this Agreement will control; provided, however, that, at the request of BellSouth, AT&T will negotiate in good faith to amend this Agreement to incorporate any BellSouth procedures that differ from the procedures in this Agreement. To the extent the Parties cannot agree on such an amendment, either Party may pursue the dispute resolution process set forth in the General Terms and Conditions of this Agreement. BellSouth shall provide notice to AT&T of changes in the CLEC Information Package via the carrier notification process prior to implementing such changes.

5.2.5 **Subloop Intra-building Network Cable**

5.2.5.1 BellSouth will install the IAT within sixty (60) days after the submission of the SI or as mutually agreed to by the Parties. BellSouth shall install the IAT in properties identified by AT&T in a SI process.

5.2.5.2 Through the Service Inquiry ("SI") process, BellSouth will determine whether access to USL-INC at the location requested by AT&T is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet AT&T's request, then BellSouth will perform the set-up as described in the section that follows. Where access to the cross box is infeasible, BellSouth will notify AT&T in writing within five (5) to seven (7) business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement

5.2.5.3 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T of such status and negotiate a revised ECD.

5.2.5.4 BellSouth shall notify AT&T of the ECD for installation of the IATs and access to the USL-INC pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this Attachment BellSouth will notify AT&T in writing via the SI process, BellSouth and AT&T will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout

of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

5.2.5.5 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USL-INC pairs from a building equipment room. The cross-connect panel will function as a SPOI for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for AT&T's use on this cross-connect panel. AT&T will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

5.2.5.6 The site set-up must be completed before AT&T can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

5.2.5.7 Once the site set-up is complete, AT&T will request subloop pairs through submission of a LSR form to the LCSC. For expedite requests by AT&T for subloop pairs, expedite charges will apply for intervals less than 5 days.

5.2.5.8 Unbundled Subloops will be provided in accordance with the applicable industry standards.

5.3 Subloop Concentration Multiplexing Functionality

5.3.1 Where facilities permit, BellSouth will provide to AT&T the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.

5.3.2 Definition

5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier ("DLC") system, multiplexer or other

equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the AT&T distribution media to the BellSouth feeder media. BellSouth's feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves "concentration," BellSouth and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.

5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.

5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of AT&T's subloops to be concentrated onto multiple DS1s. System B will allow an

additional 96 of AT&T's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 Feeder Interfaces will terminate to AT&T's Collocation Space within the BSWC that serves the RT where AT&T's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for AT&T's access to such Subloop Concentration Multiplexing Functionality.

5.3.3.9 If technically feasible, BellSouth shall provide AT&T access to the Subloop Concentration Multiplexing Functionality in response to a specific AT&T request. Otherwise, AT&T would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow AT&T's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.

5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.11 BellSouth shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

5.3.3.12 At AT&T's option BellSouth shall provide AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Subloop Concentration Multiplexing Functionality.

5.3.4 Subloop Feeder

5.3.4.1 Definition

5.3.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central

office. If technically feasible, BellSouth shall provide AT&T physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific AT&T request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and AT&T's equipment.

5.3.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

5.3.4.2 Requirements for Subloop Feeder

5.3.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.

5.3.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

5.3.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

5.3.4.3.1 In addition to requirements set forth in Section 5.3.4.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Subloop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

5.3.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder

5.3.4.4.1 In addition to the requirements set forth in this Section and where available in the BellSouth network, AT&T may designate that the Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.

5.3.4.5 Additional Technical Requirements for Optical Subloop Feeder

5.3.4.5.1 Where available in BellSouth's network AT&T may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference). The requirements for such transport are defined in the applicable industry standard technical references.

5.3.4.6 Interface Requirements

5.3.4.6.1 If AT&T desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination ("POT") will be as follows:

5.3.4.6.2 Copper twisted pairs shall terminate on the MDF;

5.3.4.6.3 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.3.4.6.4 Fiber Optic cable shall terminate on a LGX.

3.9 Access to High Frequency Portion of the Loop

3.9.1 Definitions

3.9.1.1 High Frequency Spectrum Network Element ("High Frequency Spectrum")– The frequency range above the voice band on a copper loop facility used to carry analog circuit switched voice band transmissions. Although the high frequency portion of the loop network element is limited by technology, i.e., is only available on a copper loop facility, access to this network element is not limited to the copper loop facility itself.

3.9.1.2 Line Sharing – Refers to the provision of Digital Subscriber Line ("xDSL") based service by a competitive Local Exchange Carrier ("LEC") and voice band service by an incumbent LEC on the same loop.

3.9.1.3 Line Splitting – a competing carrier (a CLEC or data LEC, but not an incumbent LEC) seeks to provide combined voice and data services on the same unbundled loop, or two competing carriers join to provide voice and data services.

3.9.1.4 Digital Loop Carrier ("DLC") – DLC systems digitally encode and aggregate, i.e. "multiplex", the traffic from subscribers' loops into DS1 signals or higher for more efficient transmission or extended range beyond that traditionally permitted by copper loops. The analog signals are carried from the customer premises to a remote terminal where they are converted to digital signals, multiplexed with other signals, and carried, generally over fiber, to the LEC central office.

3.9.1.5 Remote Terminal ("RT") - A Remote Terminal as used in this Amendment is the BellSouth remote site locations including cabinets, huts, and Controlled Environmental Vaults ("CEV") owned or leased by BellSouth that house BellSouth's Network Facilities. The RT will meet the technical specifications of industry accepted Guidelines.

3.9.1.6 Line Conditioning – The removal from the loop of any devices that may diminish the capability of the loop to deliver high speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

3.9.1.7 Splitter – The splitter's primary function is to separate the high frequency, xDSL signals, from low frequency (voiceband) analog signals traversing the cooper loop. In some circumstances, the Digital Subscriber Line Access Multiplexer ("DSLAM") and the splitter are combined in the same piece of equipment. BellSouth provided splitters are all separate from the DSLAM.

3.9.1.8 Cross Connects – A connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware at each end.

3.9.1.9 Significantly Degrades – An action that noticeably impairs a service from a user's perspective.

3.9.1.10 Termination Point - the point of termination for AT&T on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement.

3.9.2 Line Sharing

General

3.9.2.1 In a line-sharing environment, BellSouth shall provide AT&T access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit A. The Parties recognize that the high frequency portion of the loop network element is limited by technology, i.e., is only available on a copper loop facility. However, access to the network element is not limited to the copper loop facility itself. Currently, BellSouth Line Sharing requires a copper analog loop over which BellSouth provides the voice service.

3.9.2.2 Line Sharing applies to the entire loop, even where BellSouth has deployed fiber in the loop (e.g. where the loop is served by a remote terminal). Additionally, BellSouth is required to unbundle the High Frequency Spectrum of the local loop even where BellSouth's voice customer is served by DLC facilities.

BellSouth shall provide AT&T access to the high frequency spectrum of the copper analog loop at the remote terminals, as well as the central office. AT&T has the option to access the loop at either location, where technically feasible in the existing BellSouth network, and can engage in line sharing using DSLAM facilities if already deployed in central offices rather than having to duplicate those facilities at remote terminals.

3.9.3 Loop Conditioning

3.9.3.1 Access to the High Frequency Spectrum is intended to allow AT&T the ability to provide xDSL data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purpose of providing voice service. AT&T shall only use xDSL technology (some forms of xDSL such as ADSL use a higher frequency range, generally above 20,000 Hertz, that does not interfere with the voice band transmissions) that is within the Power Spectral Density ("PSD") mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.9.3.2 Currently, for an existing loop, access to the High Frequency Spectrum requires an unconditioned xDSL compatible copper loop. A conditioned loop is a loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAML"), or similar devices and minimal bridge taps consistent with the applicable industry standard technical references. BellSouth will provide loop conditioning to AT&T in accordance with the High Frequency Spectrum (CO Based) Unbundled Loop Modification CLEC Information Package. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment.

3.9.3.3 BellSouth must condition loops to enable AT&T to provide xDSL-based services on the same loops BellSouth is providing analog voice service, regardless of loop length. BellSouth is required to condition loops even if BellSouth itself is not offering xDSL services to the customer on that loop. BellSouth is not required to condition a loop for access to the High Frequency Spectrum if conditioning of that loop significantly degrades BellSouth's voice service. Should BellSouth refuse to condition a loop because it will significantly degrade voiceband services, BellSouth must make an affirmative showing to the state commission that conditioning the specific loop in question will significantly degrade the voiceband service. The state commission will determine on a case-by-case basis whether or not a specific loop will significantly degrade the voice service on that loop.

3.9.3.4 BellSouth's position is that conditioning a loop greater than 18,000 feet is likely to degrade the voice service. If, however, AT&T requests that BellSouth condition a loop longer than 18,000 feet, BellSouth will condition the loop or make an affirmative showing to the Commission as outlined in Section 3.9.3.3 above. If such conditioning degrades the voice service such that the end user cannot place a call or the degradation is E911 service effecting, BellSouth shall restore the service to its original state and AT&T shall pay for such restoration at the loop conditioning rate. If such conditioning significantly degrades the voice services on the loop from an end user perspective, and BellSouth has isolated the trouble to AT&T, BellSouth will notify AT&T. AT&T will provide no more than two (2) verbal Connecting Facility Assignments ("CFA") pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, AT&T will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If AT&T fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue AT&T's access to the High Frequency Spectrum on such loop.

3.9.4 Splitters

3.9.4.1 Central Office ("CO") Based Splitters

3.9.4.1.1 AT&T may order splitters in a central office, or provide its own splitter in its collocation space once it has installed its DSLAM in that central office. AT&T shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DSO collocation connecting facility assignments for use with High Frequency Spectrum.

3.9.4.1.2 AT&T may order central office splitters from BellSouth, which shall be installed within thirty-six (36) calendar days from the date that the complex resale support group receives an error free LSOD.

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

3.9.4.1.4 AT&T has the following options regarding splitter ownership in a line sharing environment: 1) BellSouth will offer the BellSouth owned/BellSouth maintained splitter option, 2), BellSouth will offer

the AT&T owned/AT&T maintained splitter ownership option no later than sixty (60) days after the successful completion of end-to-end testing of this option with a CLEC that provides its own splitter in collocation space, and 3) BellSouth will offer the AT&T owned/BellSouth maintained splitter ownership option with AT&T providing its own virtually collocated splitter no later than sixty (60) days after the successful completion of end-to-end testing of this option with a CLEC that provides its own virtually collocated splitter. In option one (1), BellSouth will select, purchase, install, and maintain a central office Plain Old Telephone Service ("POTS") splitter and provide AT&T access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to AT&T's xDSL equipment in AT&T's collocation space. At least thirty (30) days before making a change in splitter suppliers, BellSouth will provide AT&T with a carrier notification letter, informing AT&T of such change. BellSouth will use commercially reasonable efforts to deploy splitters that comply with industry standards. AT&T may purchase ports on the splitter in increments of eight (8) ports unless otherwise ordered by the Commission.

3.9.4.2 AT&T Owned Splitters

3.9.4.2.1 BellSouth shall provide AT&T with the option of purchasing, installing, maintaining central office splitters in its collocation arrangements, and shall enable AT&T to obtain access to, and provide digital subscriber line services to AT&T customers via, High Frequency Spectrum network elements that utilize such splitters. Existing collocation rules and procedures shall apply.

3.9.4.2.2 Any splitters installed by AT&T in its collocation arrangement shall comply with the applicable industry standard technical references. BellSouth shall also permit AT&T to install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.9.4.2.3 When BellSouth receives a voice trouble such that the end user cannot make an E-911 call, and the BellSouth technician isolates the trouble to the physical collocation arrangement belonging to AT&T, BellSouth will notify AT&T. AT&T will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed and resolves the trouble, AT&T will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours to correct the existing records. BellSouth may discontinue AT&T's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.9.4.2.4 BellSouth will install the splitter in (i) a common area close to the AT&T collocation area, if possible; or (ii) in a BellSouth relay rack as close to the AT&T DS0 termination point as possible. Placement of the splitter shall not increase AT&T's cost of cabling or other activities related to the installation of a splitter.

3.9.4.3 Splitter Ordering Requirements

3.9.4.3.1 In a line sharing environment scenario, the High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase a full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give AT&T notice in a reasonable time prior to disconnect, which notice shall give AT&T an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and AT&T purchases the full stand-alone loop, AT&T may elect the type of loop it will purchase. AT&T will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit A to Attachment 2. In the event AT&T purchases a voice grade loop, AT&T acknowledges that such loop may not remain xDSL compatible.

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

3.9.4.3.3 AT&T shall have access to the bantam test jack located at the BellSouth owned splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises and will have the ability to conduct tests through the bantam jack or any other mutually agreed upon place from the splitter to the NID. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth should cooperate with AT&T to ensure that AT&T has access to the loop facility for testing, maintenance and repair activities. BellSouth's cooperation in ensuring that AT&T has access to the loop facility for testing, maintenance and repair activities does not necessarily mean BellSouth will participate in cooperative testing.

3.9.4.4 Remote Terminal ("Remote Site Location") Based Splitters

3.9.4.4.1 Upon request by AT&T, BellSouth and AT&T shall negotiate rates, terms, and conditions to govern Remote Site Collocation. Such collocation provisions shall be incorporated into Attachment 4 of this Agreement.

3.9.4.4.2 Splitter options for Remote Terminals are being developed by BellSouth. Processes, rates, terms and conditions for ordering and provisioning of this product have not been finalized. BellSouth will develop the process, terms, and conditions required to implement the various splitter ownership options for Remote Terminals. Upon finalization of the appropriate and required processes, rates, terms, and conditions, the Parties agree to amend the Agreement to incorporate those processes, rates, terms, and conditions.

3.9.4.4.3 Where AT&T has collocated a DSLAM at the remote terminal, BellSouth must enable AT&T to transmit its data traffic from the remote terminal to the central office. BellSouth can do this, at a minimum, by leasing access to the dark fiber element or by leasing access to the subloop element.

3.9.5 High Frequency Spectrum Loop Ordering

3.9.5.1 BellSouth will provide AT&T access to Preordering Loop Makeup ("LMU"), in accordance with the terms of this Agreement. BellSouth shall bill and AT&T shall pay the rates as ordered by the commission for such services, as described in Exhibit A of Attachment 2.

3.9.5.2 BellSouth will provide AT&T the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.9.5.3 BellSouth will return a Firm Order Confirmation ("FOC") consistent with Attachment 9 of this agreement.

3.9.5.4 BellSouth will provide AT&T with access to the High Frequency Spectrum at the following target intervals:

3.9.5.4.1 For one (1) to five (5) lines at the same address within three (3) business days from BellSouth's issuance of a FOC; six (6) to ten (10) lines at the same address within five (5) business days from BellSouth's issuance of a FOC; and more than ten (10) lines at the same address is to be negotiated.

3.9.5.5 BellSouth will provide AT&T access to the Loop Qualification System ("LQS") that BellSouth uses to qualify loops for its own xDSL offerings. AT&T acknowledges that it fully understands that BellSouth's LQS is an internal system used by BellSouth, and authorized sales representatives, to provide information relating to the loop for the sole purpose of providing BellSouth's ADSL service. Accordingly, responses/results obtained from LQS may not be accurate for AT&T's intended purposes.

3.9.5.6 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for AT&T's data transmission.

3.9.6 Maintenance and Repair

3.9.6.1 AT&T shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If AT&T is using a BellSouth splitter, AT&T may test the loop at the bantam test jack as described in section 3.9.4.3.3 of this Attachment. If AT&T owns the splitter, it may test from the Termination Point in its collocation space.

3.9.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. AT&T will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

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

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

3.9.6.4 In the event that AT&T's deployment of xDSL on the High Frequency Spectrum degrades the voice service such that the end user cannot place a call or the degradation is E911 service affecting, BellSouth will restore the service to its original state and AT&T shall pay for such restoration at the loop conditioning rate. When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to AT&T, BellSouth will notify AT&T. AT&T will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble,

AT&T will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If AT&T fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue AT&T's access to the High Frequency Spectrum on such loop and BellSouth will provide AT&T verbal notice of such discontinuance during the repair process. BellSouth will not be responsible for any loss of data as a result of this action.

3.9.7 Line Splitting

3.9.7.1 BellSouth will develop the methods and procedures to provide virtual collocation of splitters (i.e. relay rack in the BellSouth equipment line-up near the Main Distribution Frame ("MDF")). This placement shall not increase AT&T's cost of cabling or other activities related to the installation of the splitter.

3.9.7.2 BellSouth shall operationalize the methods and procedures to electronically process line splitting orders, with testing to commence no later than December 11, 2001.

3.9.7.3 BellSouth has a current obligation to provide AT&T with the ability to engage in a line splitting arrangement. Where AT&T seeks to provide combined voice and data services on the same loop, or where AT&T and another competing carrier join to provide voice and data services on the same loop, BellSouth shall permit AT&T to engage in line splitting using the UNE-platform where AT&T purchases the entire loop and provides its own splitter. Where AT&T is providing voice service using the UNE-platform, it can order an unbundled xDSL capable loop terminated to a collocated splitter, via cross connects, DSLAM equipment and unbundled switching combined with shared transport to replace its existing UNE platform arrangement with a configuration that allows provisioning of both data and voice services. BellSouth must provide the loop that was part of the existing UNE platform as the unbundled xDSL capable loop, unless the loop that was used for the UNE platform is not capable of providing xDSL service.

3.9.7.4 In those situations where the data provider is different from the voice provider, BellSouth requires and will retain on file a signed Letter of Authorization ("LOA") between the Data and Voice CLEC's as authorization to provision Line Splitting services.

3.9.7.5 BellSouth shall make all necessary network modifications to facilitate line splitting, including, but not limited to, providing non-

discriminatory access to OSS necessary for maintenance and repair, for loops used in line splitting arrangements.

3.9.7.6 When a line sharing arrangement is in place such that a customer receives voice service from BellSouth and xDSL service from AT&T, and AT&T leases a BellSouth owned splitter, if the customer switches voice service from BellSouth to another CLEC, AT&T may continue to lease the BellSouth owned/maintained splitter to provide xDSL service and the CLEC may lease the unbundled network elements necessary to provide voice service. In such situations, BellSouth requires and will retain on file a signed LOA between the data and the voice providers as authorization to provision Line Splitting services on the CLEC owned loop.

3.9.7.7 In addition to the above circumstances, it is appropriate for BellSouth to own and maintain the splitter when AT&T wants to serve a new customer with voice and data service. The applicable rates shall be the recurring and non-recurring rates established by the state commission.

3.9.8.8 Other

3.9.8.8.1 Currently, both parties understand and agree that nothing contained herein shall in any way be interpreted or construed in any manner to mean, and/or imply, or require BellSouth to unbundled its switched packet network, except as specifically required by the FCC or state commissions.

Unbundled Network Elements
KENTUCKY

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES ($)					OSS RATES ($)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring				Nonrecurring					
												Disconnect					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
UNBUNDLED EXCHANGE ACCESS LOOP																	
ODUF/EDOUF/ADUF/CMDS																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000152										
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
	These scenarios include:																
	1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.																
	2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
	The Market Rate for unbundled ports includes all available features in all states.																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			27.54										
		2-Wire VG Loop/Port Combo - Zone 2		2			33.73										
		2-Wire VG Loop/Port Combo - Zone 3		3			42.27										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	19.73										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	28.27										
	2-Wire Voice Grade Line Port (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	14	90	90				19.99				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14	90	90				19.99				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14	90	90				19.99				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14	90	90				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPRX	UEPVF	0	0	0								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0	0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			27.54										
		2-Wire VG Loop/Port Combo - Zone 2		2			33.73										
		2-Wire VG Loop/Port Combo - Zone 3		3			42.27										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	19.73										

	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	28.27										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14	90	90				19.99				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14	90	90				19.99				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14	90	90				19.99				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0	0								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.54										
	2-Wire VG Loop/Port Combo - Zone 2		2			33.73										
	2-Wire VG Loop/Port Combo - Zone 3		3			42.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	13.54										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	19.73										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	28.27										
2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14	90	90				19.99				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED																
ADDITIONAL NRCs																
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring						0	0								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			27.54										
	2-Wire VG Loop/Port Combo - Zone 2		2			33.73										
	2-Wire VG Loop/Port Combo - Zone 3		3			42.27										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	13.54										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	19.73										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	28.27										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14	90	90				19.99				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14	90	90				19.99				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14	90	90				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14	90	90				19.99				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14	90	90				19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14	90	90				19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14	90	90				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14	90	90				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14	90	90				19.99				
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	14	90	90				19.99				
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	14	90	90				19.99				
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	14	90	90				19.99				
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	14	90	90				19.99				

		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	14	90	90				19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM	14	90	90				19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO	14	90	90				19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	14	90	90				19.99				
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPPX	LNPCP	3.15										
	FEATURES															
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent		UEPPX	USAS2		0	0								
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring					0	0								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1				27.54										
		2-Wire VG Coin Port/Loop Combo – Zone 2				33.73										
		2-Wire VG Coin Port/Loop Combo – Zone 3				42.27										
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	13.54										
		2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	19.73										
		2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	28.27										
	2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	14	90	90				19.99				
		2-Wire Coin 2-Way with Operator Screening (AL, KY)		UEPCO	UEPRE	14	90	90				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)		UEPCO	UEPRA	14	90	90				19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)		UEPCO	UEPKA	14	90	90					33.67	7.88		
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	14	90	90				19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	14	90	90				19.99				
		2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)		UEPCO	UEPRJ	14	90	90				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)		UEPCO	UEPRH	14	90	90				19.99				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	14	90	90				19.99				
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent		UEPCO	USAS2		0	0								