TRAFFIC EXCHANGE ATTACHMENT

1. General

Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic, originated by their respective Customers, through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Interconnection Attachment, which Interconnection Attachment must be a part of the Agreement.

2. Arrangements With Third Party Tandem Provider

2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.

2.1.1 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.

2.1.2 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment.

2.2 Forecasting Requirements.

2.2.1 Within ninety (90) days of executing the Agreement, Birch shall provide Frontier a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Frontier pursuant to this Attachment, over the next eight (8) quarters.

2.2.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA, Birch shall provide a new or revised traffic forecast when Birch develops plans or becomes aware of information that will materially

affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) Birch plans to deploy a new switch; (ii) Birch plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) Birch plans to rearrange its network; or (iv) Birch expects a significant change in traffic volume.

2.2.3 Use of Forecasts. Forecasts provided pursuant to this Agreement are not binding on Birch or Frontier.

2.3 Prior to exchanging traffic through a Third Party Tandem Switch, Birch shall meet with Frontier to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centum Call Second (Hundred Call Second) information.

2.4 If and, when, the volume of traffic exchanged between a Frontier End Office and Birch switch through a Third Party Tandem Switch exceeds (a) the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.

2.5 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

3.1 If Birch determines to offer Telephone Exchange Services and wishes to exchange traffic with Frontier through a Third Party Tandem Switch in any LATA in which Frontier also offers Telephone Exchange Services, Birch shall provide written notice to Frontier of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.

3.2 The notice provided in Section 3.1 of this Attachment shall include (a) Birch's proposed traffic exchange activation date; (b) a forecast of Birch's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Frontier shall reasonably request in order to facilitate traffic exchange under this Attachment.

3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.

4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and IntraLATA toll free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

4.5 If and, to the extent that, a Birch Customer receives V/FX Traffic exchanged under this Attachment, Birch shall promptly provide notice thereof to Frontier (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Frontier Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Frontier's Customers to such Birch Customers.

5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

5.1 Reciprocal Compensation.

The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that because the Third Party Tandem Provider is providing the tandem functionally to both Parties, Frontier shall charge (and Birch shall pay Frontier) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Frontier receives from Birch and Birch shall charge (and

Frontier shall pay Birch) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Birch receives from Frontier. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic received from the other Party; provided, however, for the avoidance of any doubt, neither Party may assess upon, or pass through to, the other Party any charges billed by (or on behalf of) the Third Party Tandem Provider. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)), Information Access, or exchange services for Exchange Access or Information Access.

5.2.2 Reciprocal Compensation shall not apply to Internet Traffic.

5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

5.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

5.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Birch Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, Birch shall pay Frontier's originating access charges for all V/FX Traffic originated by a Frontier Customer, and Birch shall pay Frontier's terminating access charges for all V/FX Traffic originated by a Birch Customer.

5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Birch to Frontier shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Frontier to Birch.

6. Other Types of Traffic

6.1 Notwithstanding any other provision of this Agreement or otherwise: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

6.2 Subject to Section 6.1 of this Attachment, IntraLATA Toll Traffic exchanged under this Attachment shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

6.3 For any traffic originating with a third party carrier and delivered by Birch to Frontier, Birch shall pay Frontier the same amount that such third party carrier would have been obligated to pay Frontier for termination of that traffic at the location the traffic is delivered to Frontier by Birch.

6.4 Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic may be exchanged under this Attachment.

6.5 Any traffic not specifically addressed in this Attachment shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

7. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers IntraLATA toll free service access code (e.g., 800/877/888) ("8YY") calls to the other Party under this Attachment. For the purposes of this Section 7, the terms "translated" refer to those toll free service access code calls that have been queried ("translated") to an 8YY database.

7.1 When Birch delivers translated IntraLATA 8YY calls to Frontier for completion:

7.1.1 by Frontier:

7.1.1.1 Birch will provide an appropriate EMI record to Frontier; and

7.1.1.2 Birch will bill Frontier the Birch's Switched Exchange Access Tariff charges and the Birch's applicable Tariff query charge.

7.1.2 by a toll free service access code service provider in that LATA:

7.1.2.1 Birch will provide an appropriate EMI record to Frontier and the toll free service access code service provider; and

7.1.2.2 Birch will bill the toll free service access code service provider the Birch's applicable Switched Exchange Access Tariff charges and the Birch's applicable Tariff query charges; and

7.1.2.3 Frontier will bill the toll free service access code service provider Frontier's applicable Switched Exchange Access Tariff charges.

7.2 When Frontier performs the query and delivers translated IntraLATA 8YY calls, originated by Frontier's or another LEC's Customer for completion:

7.2.1 by Birch:

7.2.1.1 Frontier will provide an appropriate EMI record to Birch; and

7.2.1.2 Frontier will bill Birch Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges.

7.2.2 by a toll free service access code service provider in that LATA:

7.2.2.1 Frontier will provide an appropriate EMI record to Birch and the toll free service access code service provider; and

7.2.2.2 Frontier will bill the toll free service access code service provider Frontier's applicable Switched Exchange Access Tariff charges and Frontier's applicable Tariff query charges; and

7.2.2.3 Birch will bill the toll free service access code service provider the Birch's applicable Switched Exchange Access Tariff charges.

7.3 Frontier will not direct untranslated toll free service access code calls to Birch. Birch will not direct untranslated toll free service access code calls to Frontier.

8. Number Resources, Rate Center Areas and Routing Points

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided in the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Birch shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Frontier within the LATA and Tandem serving area. Birch shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

8.4 Birch will also designate a Routing Point for each assigned NXX code. Birch shall designate one location for each Rate Center Area in which the Birch has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Birch will be routed in the same manner as calls to Birch's initial NXXs.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in

any way constrain Birch's choices regarding the size of the local calling area(s) that Birch may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Frontier's local calling areas.

9. Number Portability - Section 251(B)(2)

9.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

9.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

9.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

9.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

9.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

9.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

9.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM).

9.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section 9.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

9.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

9.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

9.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

9.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Frontier has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

9.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

9.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide

(LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 9.4.

9.5 Birch shall submit orders to port numbers electronically using an LSR via the Frontier web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Frontier Communications website (formerly referred to as the Frontier wholesale website).

10. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Birch reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

RESALE ATTACHMENT

1. General

Frontier shall provide to Birch, in accordance with this Agreement (including, but not limited to, Frontier's applicable Tariffs) and the requirements of Applicable Law, Frontier's Telecommunications Services for resale by Birch; provided, that notwithstanding any other provision of this Agreement, Frontier shall be obligated to provide Telecommunications Services to Birch only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Birch to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Frontier Telecommunications Services

2.1 Frontier Telecommunications Services may be purchased by Birch under this Resale Attachment only for the purpose of resale by Birch as a Telecommunications Carrier. Frontier Telecommunications Services to be purchased by Birch for other purposes (including, but not limited to, Birch's own use) must be purchased by Birch pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Frontier Tariffs.

2.2 Birch shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Frontier (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Frontier;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Frontier; or

2.2.4 Any other Frontier service in violation of a restriction stated in this Agreement (including, but not limited to, a Frontier Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by Birch to comply with this Section 2.2, Birch shall take those actions required by Applicable Law to determine the eligibility of Birch Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Birch shall indemnify Frontier from any Claims resulting from Birch's failure to take such actions required by Applicable Law.

2.2.6 Frontier may perform audits to confirm Birch's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

2.3 Birch shall be subject to the same limitations that Frontier's Customers are subject to with respect to any Telecommunications Service that Frontier grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Frontier follows a different practice for Frontier Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 Birch shall not be eligible to participate in any Frontier plan or program under which Frontier Customers may obtain products or services, which are not Frontier Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Frontier Telecommunications Services.

2.5 In accordance with 47 CFR § 51.617(b), Frontier shall be entitled to all charges for Frontier Exchange Access services used by interexchange carriers to provide service to Birch Customers.

3. Availability of Frontier Telecommunications Services

3.1 Frontier will provide a Frontier Telecommunications Service to Birch for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Frontier Telecommunications Service is provided to Frontier's Customers.

3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Frontier shall have the right to add, modify, grandfather, discontinue or withdraw Frontier Telecommunications Services at any time, without the consent of Birch.

3.3 To the extent required by Applicable Law, the Frontier Telecommunications Services to be provided to Birch for resale pursuant to this Attachment will include a Frontier Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Frontier is providing to a Frontier Customer at the time the CSA is requested by Birch.

4. Responsibility for Charges

4.1 Birch shall be responsible for and pay to Frontier all charges for any Telecommunications Services provided by Frontier or provided by persons other than Frontier and billed for by Frontier, that are ordered, activated or used by Birch, Birch Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Frontier to Birch pursuant to this Resale Attachment.

4.2 Upon request by Birch, Frontier will provide for use on resold Frontier retail Telecommunications Service dial tone lines purchased by Birch such Frontier retail Telecommunications Service call blocking and call screening services as Frontier provides to its own end user retail Customers, where and to the extent Frontier provides such Frontier retail Telecommunications Service call blocking services to Frontier's own end user retail Customers. Birch understands and agrees that certain of Frontier's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Birch's purchase of such blocking or screening services, Birch's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold

dial tone lines may complete or accept calls which Birch intended to block. Notwithstanding the foregoing, Birch shall be responsible for and shall pay Frontier all charges for Telecommunications Services provided by Frontier or provided by persons other than Frontier and billed for by Frontier in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

5.1.1 Frontier and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Frontier Telecommunications Services.

5.1.2 Frontier shall have access at all reasonable times to Birch Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Frontier Telecommunications Services. Birch shall, at Birch's expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Frontier, Frontier shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Birch or Birch Customers for use with Frontier Telecommunications Services.

5.2 Branding.

5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Frontier Telecommunications Services to Birch, Frontier shall have the right (but not the obligation) to identify the Frontier Telecommunications Services with Frontier's trade names, trademarks and service marks ("Frontier Marks"), to the same extent that these Services are identified with Frontier's Marks when they are provided to Frontier's Customers. Any such identification of Frontier's Telecommunications Services shall not constitute the grant of a license or other right to Birch to use Frontier's Marks.

5.2.2 To the extent required by Applicable Law, upon request by Birch and at prices, terms and conditions to be negotiated by Birch and Frontier, Frontier shall provide Frontier Telecommunications Services for resale that are identified by Birch's trade name, or that are not identified by trade name, trademark or service mark.

5.2.3 If Frontier uses a third-party contractor to provide Frontier operator services or Frontier directory assistance, Birch will be responsible for entering into a direct contractual arrangement with the third-party contractor at Birch's expense (a) to obtain identification of Frontier operator services or Frontier directory assistance purchased by Birch for resale with Birch's trade name, or (b) to obtain removal of Frontier Marks from Frontier operator services or Frontier directory assistance purchased by Birch for resale.

6. Rates and Charges

The rates and charges for Frontier Telecommunication Services purchased by Birch for

resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

7. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Birch reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

NETWORK ELEMENTS ATTACHMENT

1. General

1.1 Frontier shall provide to Birch, in accordance with this Agreement (including, but not limited to, Frontier's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Frontier's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Frontier shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Birch under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Birch to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.

1.2 Frontier shall be obligated to combine UNEs that are not already combined in Frontier's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Frontier shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Frontier's network; and (b) Frontier shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.

1.3 Birch may use a UNE or Combination only for those purposes for which Frontier is required by the Federal Unbundling Rules to provide such UNE or Combination to Birch. Without limiting the foregoing, Birch may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.

1.3.1 Frontier shall not be obligated to provide to Birch, and Birch shall not request from Frontier, access to a proprietary advanced intelligent network service.

1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Frontier that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Frontier is required by the Federal Unbundling Rules to provide to Birch on an unbundled basis or in combination with other Network Elements.

1.5 If as the result of Birch Customer actions (e.g., Customer Not Ready ("CNR")), Frontier cannot complete requested work activity when a technician has been dispatched to the Birch Customer premises, Birch will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Frontier's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Frontier Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Frontier may cease offering or providing Birch with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Frontier has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Frontier may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Birch. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Frontier, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Frontier is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Birch has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the Discontinued Facility and has not separately secured from Frontier an alternative arrangement to replace the Discontinued Facility, then Frontier, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Birch. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Frontier, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Frontier access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Birch is then enrolled), a resale arrangement, or other analogous arrangement that Frontier shall identify or has identified in writing to Birch, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Frontier access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Birch is then enrolled), a resale arrangement, or other analogous arrangement that Frontier shall identify or has identified in

writing to Birch; provided, however, that Frontier may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Birch fails to pay when due any applicable new rate or surcharge billed by Frontier.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Birch seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Birch must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Birch's request is consistent with the requirements of the TRRO and that Birch is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Birch shall provide such certification using the automated method that Frontier makes available for that purpose. Birch's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Frontier makes or has made available to Birch by notice and/or by publication on Frontier's wholesale website (the "Wire Center List") and any back-up data that Frontier provides or has provided to Birch under a non-disclosure agreement or that is otherwise available to Birch.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Birch for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Frontier shall process the request in accordance with any applicable standard intervals. If Frontier wishes to challenge Birch's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Frontier must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Frontier elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Frontier's favor, then Birch shall compensate Frontier for the additional charges that would apply if Birch had ordered the subject facility or service on a month-to-month term under Frontier's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Birch requests disconnection of the subject facility or an alternative term that Frontier offers under its

interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Frontier's access tariffs), the monthly recurring charges that Frontier may charge, and that Birch shall be obligated to pay, for each circuit shall be the charges for the commercial service that Frontier, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Frontier may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Frontier's favor. In any case where Birch, within thirty (30) days of the date on which the dispute is resolved in Frontier's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Frontier shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Frontier may reject a Birch order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Birch's order conflicts with a provision of a Frontier Tariff, (b) in any case where Birch's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Frontier has made available to Birch by notice and/or by publication on Frontier's wholesale website, (c) in any case where Birch's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Birch was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Frontier may reject orders for TRRO Certification Elements without first seeking dispute resolution).

1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Frontier offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Frontier's provision of a arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or

permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Frontier may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Frontier's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide Birch access to the following:

2.1 Loops, as set forth in Section 3 of this Attachment;

2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;

2.3 [Intentionally Left Blank];

2.4 Sub-Loops, as set forth in Section 6 of this Attachment;

2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;

2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;

2.7 Network Interface Device, as set forth in Section 9 of this Attachment;

2.8 [Intentionally Left Blank];

2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;

2.10 [Intentionally Left Blank];

2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and

2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

3.1 Subject to the conditions set forth in Section 1 of this Attachment, Frontier shall allow Birch to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Frontier shall allow Birch access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:

3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Frontier Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is

more fully described in Frontier TR-72570, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Frontier TR-72570, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Frontier TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Frontier will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Birch may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Frontier TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Birch may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.

3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Birch may order a 2-Wire Digital

Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Birch may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Birch may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop

carrier with 56 kbps DDS dataport transport capability. Frontier shall provide 4-Wire 56 kbps Loops to Birch in accordance with, and subject to, the technical specifications set forth in Frontier TR-72575, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

3.1.10 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Frontier TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Frontier will not install new electronics except to the extent required in Section 17 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Birch, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Frontier will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.

3.1.11 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Frontier TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Frontier will not install new electronics except to the extent required in Section 17 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.

3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Birch requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.1.12.6 a 2 W Digital Designed Metallic Loop with Frontier-placed ISDN loop extension electronics;

3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and

3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;

3.1.13 Frontier shall make Digital Designed Loops available Birch at the rates as set forth in the Pricing Attachment.

3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Birch requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:

3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.4 a 2W Digital Loop with Frontier-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

3.1.15 Frontier shall make Conditioned Loops available to Birch at the rates as set forth in the Pricing Attachment.

3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:

3.2.1 Birch shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Frontier a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.2.2 In former Bell Atlantic Service Areas, Frontier is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Frontier for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Birch as the process is completed in each Central Office. Birch must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Frontier provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Birch must access Frontier's mechanized loop qualification system through the use of the on-line computer interface at www.Frontier.com in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Frontier gives Birch the ability to determine loop composition and loop length, and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Birch to evaluate the loop qualification information provided by Frontier and determine whether a loop meets Birch requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Birch must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Frontier will complete a manual loop qualification request within three (3) Business Days, although Frontier may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.

3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Birch may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself

(e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).

3.2.5 Once a Loop has been pre-qualified, Birch will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.

3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Frontier will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.

3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Frontier will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Frontier will perform a Line and Station Transfer (or "pair swap") whereby the Frontier technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Frontier performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Frontier performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.

3.2.6 If Birch submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Frontier will query the Service Order back to Birch for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Birch submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Frontier will respond back to Birch with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

3.2.7 Where Birch has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Birch is already aware of the conditioning required (e.g., where Birch has previously requested a qualification and has obtained loop characteristics), Birch may submit a Service Order for a Digital Designed Loop. Frontier will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Birch's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.

3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Birch, an interval of eighteen (18) Business Days will be required by Frontier to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.2.8.1 Three (3) Business Days will be required following receipt of Birch's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.2.8.2 Upon completion of an Engineering Work Order, Frontier will initiate the construction order to perform the changes/modifications to the Loop requested by Birch. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Frontier's standard provisioning intervals.

3.2.9 If Birch requires a change in scheduling, it must contact Frontier to issue a supplement to the original Service Order. If Birch cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Birch shall compensate Frontier for an Engineering Work Order charge as set forth in the Pricing Attachment. If Birch cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Birch shall compensate Frontier for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops (Analog 2W Loops).

3.3.1 The following coordination procedures shall apply to "live" cutovers of Frontier Customers who are converting their Telephone Exchange Services to Birch Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Frontier to Birch:

3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Birch does not request a coordinated cutover, Frontier will process Birch's order as a new installation subject to applicable standard provisioning intervals.

3.3.1.2 Birch shall request Analog 2W Loops for coordinated cutover from Frontier by delivering to Frontier a valid electronic Local Service Request ("LSR"). Frontier agrees to accept from Birch the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"),

provided that such designation is within the regularly scheduled operating hours of the Frontier Regional CLEC Control Center ("RCCC") and subject to the availability of Frontier's work force. In the event that Frontier's work force is not available, Birch and Frontier shall mutually agree on a New Conversion Time, as defined below. Birch shall designate the Scheduled Conversion Time subject to Frontier standard provisioning intervals as stated in the Frontier CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Frontier's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Frontier shall provide Birch the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.3.1.3 Birch shall provide dial tone at the Birch collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.3.1.5.1 If Frontier requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Birch; and

3.3.1.5.2 If Birch requests to reschedule outside the one (1) hour time frame above, Birch shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.3.1.6 If Birch is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Frontier is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Frontier and Birch will reschedule and, upon request from

Birch, Frontier will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Birch is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).

3.3.1.9 If Birch requires Analog 2W Loop conversions outside of the regularly scheduled Frontier RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.4 [Intentionally Left Blank].

3.5 FTTP Loops.

3.5.1 New Builds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, Birch shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Frontier deploys such a Loop to the Customer premises of an end user that has not been served by any Frontier Loop other than a FTTP Loop.

3.5.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, if (a) Frontier deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Frontier retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Birch's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide Birch with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.6 Hybrid Loops.

3.6.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of this Agreement or any Frontier Tariff or SGAT, Birch shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.

3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Birch seeks access to a Hybrid Loop for the provision of "broadband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal

Unbundling Rules, Frontier shall provide Birch with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Frontier is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Frontier End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Birch seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises, using time division multiplexing technology.

3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if Birch 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) or via Remote Switching technology deployed as a Loop concentrator Frontier shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Birch unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.

3.6.4.1 Frontier will endeavor to provide Birch with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Frontier shall, upon request of Birch, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises via such technically feasible alternative that Frontier in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Frontier, Birch shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote;

(b) upon Birch's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Birch after construction work has started, Birch shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.6.4.3 Frontier may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Frontier (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Frontier central office where the Loop terminates into a distribution frame or its equivalent.

4.2 Subject to the conditions set forth in Section 1 of this Attachment, Birch may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Frontier shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.

4.3 Any Line Splitting between Birch and another CLEC shall be accomplished by prior negotiated arrangement between Birch and the other CLEC. Birch shall give Frontier written notice of this arrangement through the Frontier Communications Local Service Customer Profile Form (formerly referred to as the Frontier Wholesale Local Service Customer Profile Form) on the Frontier Communications website (formerly referred to as the Frontier wholesale website), or such other electronic notice mechanism that Frontier may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Frontier that permits it to engage in Line Splitting with Birch. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

4.4 In order to facilitate Birch's engaging in Line Splitting pursuant to this Section 4, Birch may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Birch by Frontier under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Birch in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Frontier's applicable Tariffs. Frontier shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and

arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.

4.5 Birch and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.

4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Frontier Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Frontier Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.

4.7 Frontier shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Birch's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. [This Section Intentionally Left Blank]

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Birch, Frontier shall allow Birch to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Frontier shall allow Birch access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Birch, Frontier shall provide Birch with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Frontier's applicable Tariffs. Frontier shall provide Birch with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, the Federal Unbundling Rules.

6.1.1 Birch may request that Frontier reactivate (if available) an unused drop and NID or provide Birch with access to a drop and NID that, at the time of Birch's request, Frontier is using to provide service to the Customer (as such term is hereinafter defined).

6.1.2 Upon site-specific request, Birch may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Frontier remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Birch may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a

Telecommunications outside plant interconnection cabinet (TOPIC) or, if Birch is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Birch at such terminal. If Birch obtains access to a Sub-Loop Distribution Facility from a TOPIC, Birch shall install a TOPIC on an easement or Right of Way obtained by Birch within 100 feet of the Frontier FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Frontier easements, Frontier shall furnish and place an interconnecting cable between a Frontier FDI and a Birch TOPIC and Frontier shall install a termination block within such TOPIC. Frontier shall retain title to and maintain the interconnecting cable. Frontier shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Birch for any of Birch's electronics in the TOPIC. Birch shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Frontier easement.

6.1.3 Birch may request from Frontier by submitting a loop make-up engineering query to Frontier, and Frontier shall provide to Birch, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Birch must first request that Frontier connect the Frontier FDI to which the Sub-Loop Distribution Facility is connected to a Birch TOPIC. To make such a request, Birch must submit to Frontier an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Birch wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Birch's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Birch must submit the application fee set forth in the Pricing Attachment attached hereto and Frontier's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Birch must submit Sub-Loop Interconnection Applications to:

Birch's Account Manager

6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Frontier shall provide to Birch a work order that describes the work that Frontier must perform to provide such access (a "Sub-Loop Distribution Facility Work Order")

and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").

6.1.6 Birch shall pay to Frontier fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Birch's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Frontier shall not be obligated to perform any of the work set forth in such order until Frontier has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Birch breaches its payment obligation under this Section. Upon Frontier 's completion of the work that Frontier must perform to provide Birch with access to a Sub-Loop Distribution Facility, Frontier shall bill Birch, and Birch shall pay to Frontier, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

6.1.7 After Frontier has completed the installation of the interconnecting cable to a Birch TOPIC and Birch has paid the full cost of such installation, Birch can request the connection of Frontier Sub-Loop Distribution Facilities to the Birch TOPIC. At the same time, Birch shall advise Frontier of the services that Birch plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Birch shall run any crosswires within the TOPIC.

6.1.8 If Birch requests that Frontier reactivate an unused drop and NID, then Birch shall provide dial tone (or its DSL equivalent) on the Birch side of the applicable Frontier FDI at least twenty-four (24) hours before the due date. On the due date, a Frontier technician will run the appropriate cross connection to connect the Frontier Sub-Loop Distribution Facility to the Birch dial tone or equivalent from the TOPIC. If Birch requests that Frontier provide Birch with access to a Sub-Loop Distribution Facility that, at the time of Birch's request, Frontier is using to provide service to a Customer, then, after Birch has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Frontier technician shall crosswire the dial tone from the Frontier central office through the Frontier side of the TOPIC and back out again to the Frontier FDI and Frontier Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Birch shall disconnect Frontier's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Birch's LNP request.

6.1.9 Frontier will not provide access to a Sub-Loop Distribution Facility if Frontier is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Frontier-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

6.1.10 Frontier shall provide Birch with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals

6.1.11 Frontier shall repair and maintain a Sub-Loop Distribution Facility at the request of Birch and subject to the time and material rates set forth

in Pricing Attachment and the rates, terms and conditions of Frontier's applicable Tariffs. Birch accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Frontier with appropriate dispatch information based on its test results. If (a) Birch reports to Frontier a Customer trouble, (b) Birch requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by Frontier Sub-Loop Distribution Facility facilities or equipment in whole or in part, Birch shall pay Frontier the charges set forth in the Pricing Attachment and Frontier's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Birch is not available at the appointed time. If as the result of Birch instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to Birch by Frontier. If as the result of Birch instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to Birch by Frontier.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Frontier shall allow Birch to collocate equipment in a Frontier remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Sub-Loop for Multiunit Tenant Premises Access

[Intentionally Left Blank].

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Birch, Frontier shall provide Birch with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Frontier's applicable Tariffs. Frontier shall not be required to provide, and Birch shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Frontier is required to provide Birch with unbundled access to Birch's embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Frontier Tariff, or otherwise, Frontier shall not be required to provide, and Birch shall not request or obtain, Dark Fiber Transport that does not connect a pair of Frontier UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Frontier only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Frontier optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Frontier's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Frontier shall not remove the same. Except as

otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Frontier's Dark Fiber Transport offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:

8.2.1 [Intentionally Left Blank].

8.2.2 Birch may access Dark Fiber Transport only at a pre-existing Frontier accessible terminal of such Dark Fiber Transport, and Birch may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Birch unless such Dark Transport is already terminated on an existing Frontier accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Frontier UNE Wire Center, and not terminated to a fiber patch panel, are not available to Birch.

8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Frontier will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Birch's request.

8.2.4 Frontier shall perform all work necessary to install a cross connect or a fiber jumper from a Frontier accessible terminal to a Birch collocation arrangement.

8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Birch's completed Dark Fiber Inquiry Form, Frontier will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Frontier will respond within fifteen (15) Business Days from receipt of the Birch's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Frontier will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Frontier Central Offices at the rates set forth in the Pricing Attachment. In cases where Frontier provides Dark Fiber Transport via an indirect route as described in this section, Birch shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Frontier central offices that are the end points of the route. In no event shall Frontier be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Frontier is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Birch. Frontier reserves the right to limit the number of intermediate Frontier Central Offices on an indirect route consistent with limitations in Frontier's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Frontier Central Offices will be discussed with Birch. If access to Dark Fiber Transport is not available, Frontier will notify Birch, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over

the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. Where no available route was found during the record review, Frontier will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

8.2.5.1 Birch shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.

8.2.5.2 Upon request from Birch as indicated on the Dark Fiber Inquiry Form, Frontier shall hold such requested Dark Fiber Transport for Birch's use for ten (10) Business Days from Birch's receipt of Acknowledgement and may not allow any other party (including Frontier) to use such fiber during that time period.

8.2.5.3 Birch shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Birch does not have additional requirements for collocation. The parallel provisioning process shall be used when Birch requires new collocation facilities or changes to existing collocation arrangements.

8.2.5.4 If no order is received from Birch for the reserved Dark Fiber Transport within ten (10) Business Days from Birch's receipt of Acknowledgement, Frontier shall return to spare the reserved Dark Fiber Transport that Frontier previously notified Birch are available. Should Birch submit an order to Frontier after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Frontier has previously notified Birch was available, Birch assumes all risk that such Dark Fiber Transport will no longer be available.

8.2.5.5 Upon Birch's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:

8.2.5.5.1 Birch will use existing interfaces and Frontier's current applications and order forms to request collocation and Dark Fiber Transport.

8.2.5.5.2 Frontier will parallel process Birch's requests for collocation, including augments, and Dark Fiber Transport.

8.2.5.5.3 Before Birch submits a request for parallel provisioning of collocation and Dark Fiber Transport, Birch will:

8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Frontier; and

8.2.5.5.3.2 submit a collocation application for the Frontier Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Frontier that Birch's collocation application has been accepted.

8.2.5.5.4 Birch will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Frontier.

8.2.5.5.5 If Frontier rejects Birch's Dark Fiber Transport request, Birch may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Birch, less the costs Frontier incurred to date.

8.2.5.5.6 If Frontier accepts Birch's Dark Fiber Transport request, Frontier will parallel provision the Dark Transport to a temporary location in Frontier's Central Office(s). Frontier will charge and Birch will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Frontier accepts each Dark Fiber Transport request.

8.2.5.5.7 Within ten (10) days after Frontier completes a Birch collocation application, Birch shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Frontier Central Office(s) to the permanent location at Birch's collocation arrangement in such Frontier Central Office(s). Birch will prepare such request(s) in the manner and form specified by Frontier.

8.2.5.5.8 If Birch cancels its collocation application, Birch must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Frontier Central Office(s).

8.2.6 Birch shall order Dark Fiber Transport by sending to Frontier a separate ASR for each A to Z route.

8.2.7 Where a collocation arrangement can be accomplished in a Frontier premises, access to Dark Fiber Transport that terminates in a Frontier premises must be accomplished via a collocation arrangement in that Frontier premises. In circumstances where a collocation arrangement

cannot be accomplished in a Frontier premises, the Parties agree to negotiate for possible alternative arrangements.

8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Birch in the condition that it is available in Frontier's network at the time that Birch submits its request (i.e., "as is"). In addition, Frontier shall not be required to convert lit fiber to Dark Fiber Transport for Birch's use.

8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Birch as Dark Fiber Transport.

8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Frontier's lit fiber optic systems will not be offered to Birch as Dark Fiber Transport.

8.2.11 Birch shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.

8.2.12 Birch may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.

8.2.13 Except to the extent that Frontier is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Birch for use for Special or Switched Exchange Access Services, Birch shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.

8.2.14 In order to preserve the efficiency of its network, Frontier may, upon a showing of need to the Commission, limit Birch to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Frontier's network. In addition, except as otherwise required by the Federal Unbundling Rules, Frontier may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.14.1 Revoke Dark Fiber Transport leased to Birch upon a showing of need to the Commission and twelve (12) months' advance written notice to Birch; and

8.2.14.2 Frontier reserves and shall not waive, Frontier's right to claim before the Commission that Frontier should not have to fulfill a Birch order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Birch, or impair Frontier's ability to meet a legal obligation.

8.2.15 Except as expressly set forth in this Agreement, Birch may not reserve Dark Fiber Transport.

8.2.16 Birch shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of Birch; (b) obtaining any Rights of Way,

governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Birch's collocation arrangements with any proper optical cross connects or other equipment that Birch needs to access Dark Fiber Transport before it submits an order for such access. Birch hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Birch places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

8.2.17 Birch is responsible for trouble isolation before reporting trouble to Frontier. Frontier will restore continuity to Dark Fiber Transport that has been broken. Frontier will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.

8.2.18 [Intentionally Left Blank].

8.2.19 Birch may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):

8.2.19.1 [Intentionally Left Blank].

8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Frontier Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Frontier for emergency restoration activity, and tests the transmission characteristics of Frontier's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Birch may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Frontier's field survey results. If Birch submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Frontier does not guarantee or warrant the Dark Fiber Transport will be available when Frontier receives such order, and Birch assumes all risk that the Dark Fiber Transport will not be available. Frontier shall perform a field survey subject to a negotiated interval. If a Birch submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Birch assumes all risk that the Dark Fiber Transport will not be compatible with Birch's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Frontier is not required to provide, and Birch may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Birch leased a Dark Fiber Loop from Frontier as of March 11, 2005, Birch may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that

date. The Parties acknowledge that Frontier, prior to the Effective Date, has provided Birch with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Frontier to exercise its rights with respect to discontinuance of Dark Fiber Loops.

9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Birch, Frontier shall permit Birch to connect a Birch Loop to the Inside Wiring of a Customer's premises through the use of a Frontier NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Frontier shall provide Birch with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Birch may access a Frontier NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Birch NID deployed by Birch or, if an entrance module is available in the Frontier NID, by connecting a Birch Loop to the Frontier NID. When necessary, Frontier will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

9.2 In no case shall Birch access, remove, disconnect or in any other way rearrange Frontier's Loop facilities from Frontier's NIDs, enclosures, or protectors.

9.3 In no case shall Birch access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Frontier's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

9.4 In no case shall Birch remove or disconnect ground wires from Frontier's NIDs, enclosures, or protectors.

9.5 In no case shall Birch remove or disconnect NID modules, protectors, or terminals from Frontier's NID enclosures.

9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).

9.7 When Birch is connecting a Birch-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Frontier NID, Birch does not need to submit a request to Frontier and Frontier shall not charge Birch for access to the Frontier NID. In such instances, Birch shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.

9.8 Due to the wide variety of NIDs utilized by Frontier (based on Customer size and environmental considerations), Birch may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Birch may remove the Inside Wiring from the Customer's side of the Frontier NID and connect that Inside Wiring to Birch's NID.

9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Birch may enter the Customer

side of the Frontier NID enclosure for the purpose of removing the Inside Wiring from the terminals of Frontier's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Frontier NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Frontier NID.

9.8.3 Birch may request Frontier to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Birch, its agent, the building owner or the Customer). If Birch accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Birch, its agent, the building owner or the Customer).

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Birch's request, Frontier shall provide Birch with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Frontier shall provide Birch with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Frontier will not install new electronics, and Frontier will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Frontier shall not be required to provide, and Birch shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.

11.2 If and, to the extent that, Birch has purchased (or purchases) transport from Frontier under a Frontier Tariff or otherwise, and Birch has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Frontier written notice of such request (including, without limitation, through submission of ASRs if Frontier so requests) and provide to Frontier all information (including, without limitation, a listing of the specific circuits in question) that Frontier reasonably requires to effectuate such conversion. In the case of any such conversion, Birch shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Frontier's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Frontier shall provide Birch with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Frontier shall provide Birch with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions

shall be submitted by Birch through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Birch for access to a Frontier Network Element that is not already available and that Frontier is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Birch shall provide Frontier access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Birch reports to Frontier a Customer trouble, (b) Birch requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by Frontier's facilities or equipment in whole or in part, then Birch shall pay Frontier a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Birch is not available at the appointed time. Birch accepts responsibility for initial trouble isolation and providing Frontier with appropriate dispatch information based on its test results. If, as the result of Birch instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Birch by Frontier. If as the result of Birch instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Birch by Frontier. Frontier agrees to respond to Birch trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

16.1.1 Frontier will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Frontier shall, upon request of Birch, perform the functions necessary to commingle Qualifying UNEs with 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 Agreement or the Frontier UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any

commingling requested by Birch requires Frontier to perform physical work that Frontier is required to perform under the Federal Unbundling Rules, then Frontier's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Frontier's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Frontier may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Frontier is already required to provide to Birch under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Frontier under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Frontier shall not be obligated to provide:

16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Frontier is required by the Federal Unbundling Rules to do so, and then not unless and until Birch, using an ASR, certifies to Frontier that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Birch must remain in compliance with said service eligibility criteria for so long as Birch continues to receive the aforementioned combined or commingled

facilities and/or services from Frontier and Birch shall immediately notify Frontier at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Birch, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Birch leased from Frontier as of the Effective Date of this Agreement that Birch fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

16.2.2 Without limiting any other right Frontier may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Birch has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the noncompliant facility and has not separately secured from Frontier an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Frontier, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Frontier shall identify in a written notice to Birch.

16.2.3 Each certification to be provided by Birch pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.

16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.

16.2.6 All requests for conversions will be handled in accordance with Frontier's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

16.3 Once per calendar year, Frontier may obtain and pay for an independent auditor to audit Birch's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Frontier's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Birch failed to comply with the service eligibility criteria, then (without limiting Frontier's rights under Section 16.2.2 above) Birch must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Frontier for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Frontier. Should the independent auditor confirm Birch's compliance with the service eligibility criteria, then Birch shall provide to the independent auditor for its verification a statement of Birch's out-of-pocket costs of complying with any requests of the independent auditor, and Frontier shall, within thirty (30) days of the date on which Birch submits such costs to the auditor, reimburse Birch for its out-of-pocket costs verified by the auditor. Birch shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

17.1.1 Frontier shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Birch to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Birch to light a Dark Fiber Transport facility that

it has obtained from Frontier under the Agreement. Frontier shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Frontier shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Frontier shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

17.2 Performance Plans. Frontier may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Frontier to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Frontier to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Frontier to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Frontier under the Agreement, any Frontier Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

19. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Birch reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

COLLOCATION ATTACHMENT

1. Frontier's Provision of Collocation

Frontier shall provide to Birch, in accordance with this Agreement, Frontier's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Birch's interconnection with Frontier under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Frontier; provided, that notwithstanding any other provision of this Agreement or a Tariff, Frontier shall be obligated to provide Collocation to Birch only to the extent required by Applicable Law and may decline to provide Collocation to Birch to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Frontier to provide (and, for the avoidance of any doubt, Frontier may decline to provide and/or cease providing) Collocation that, if provided by Frontier, would be used by Birch to obtain unbundled access to any network element: (a) that Frontier is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Frontier is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Frontier provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Frontier interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Frontier is the designated 911/E-911 Service Provider.

1.2 Frontier shall make the following information available to Birch, to the extent permitted by Applicable Law. Such information is provided at the Frontier Communications website (formerly referred to as the Frontier wholesale website):

1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Frontier is the designated 911/E-911 Service Provider;

1.2.2 a listing of appropriate Frontier contact telephone numbers and organizations that currently have responsibility for operations and support of Frontier's 911/E-911 network and ALI Database systems; and

1.2.3 where Frontier maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Frontier shall provide to Birch a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of South Carolina, where Birch is providing Telephone Exchange Service, provided that Frontier is permitted to do so by Controlling 911 Authority.

2. ALI Database

2.1 Where Frontier manages the ALI Database, information regarding the ALI Database is provided electronically at the Frontier Communications website (formerly referred to as the Frontier wholesale website).

2.2 Where Frontier manages the ALI Database, Frontier shall:

2.2.1 store Birch end user data provided by Birch in the ALI Database;

2.2.2 provide Birch access to the ALI Database for the initial loading and updating of Birch end user records in accordance with information contained in the Frontier Communications website (formerly referred to as the Frontier wholesale website); and

2.2.3 provide Birch an error and status report based on updates to the ALI Database received from Birch.

2.3 Where Frontier manages the ALI Database, Birch shall:

2.3.1 provide MSAG valid E-911 data for each of its end users for the initial loading of, and any and all updates to the ALI database;

2.3.2 utilize the appropriate Frontier electronic interface to update E-911 data in the ALI Database related its end users (and all such database

information in the ALI Database shall conform to Frontier standards, which are provided at the Frontier Communications website (formerly referred to as the Frontier wholesale website));

2.3.3 use its company ID on all end user records in accordance with NENA standards;

2.3.4 correct any errors that occur during the entry of E-911 data in the ALI Database; and

2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using Birch's NENA ID to lock and unlock records and the posting of the Birch NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. Birch is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that Birch discontinues providing Telephone Exchange Service to any of its end users, it shall ensure that its E-911 records for such end users are unlocked in accordance with NENA standards.

2.4 In the event Birch uses an Agent to input its end user's E-911 data to the ALI Database through the appropriate Frontier electronic interface, Birch shall provide a Letter of Authorization, in a form acceptable to Frontier, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

3.1 Birch may, in accordance with Applicable Law, interconnect to the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). Frontier shall designate interface point(s), e.g., digital cross connect systems (DCS), where Birch may interconnect with Frontier for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which Birch provides Telephone Exchange Services.

3.2 In order to interconnect with Frontier for the transmission and routing of 911/E-911 Calls, Birch shall:

3.2.1 interconnect with each Frontier 911/E-911 Tandem Office/Selective Router or Frontier interface point that serves the exchange areas in which Birch is authorized to and will provide Telephone Exchange Service;

3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from the Birch switch to each designated Frontier 911/E-911 Tandem Office/Selective Router or Frontier interface point, using SS7 signaling where available, as necessary;

3.2.3 [Intentionally Left Blank];

3.2.4 provide sufficient trunks and facilities to route 911/E-911 Calls from Birch to the designated Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). Birch is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;

3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s);

3.2.6 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;

3.2.7 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the Birch traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, Birch shall order or otherwise provide adequate additional trunks and/or facilities;

3.2.8 promptly test all 911/E-911 trunks and facilities between the Birch network and the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) to assure proper functioning of 911/E-911 arrangements. Birch shall not transmit or route live 911/E-911 Calls until successful testing is completed; and

3.2.9 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Frontier 911/E-911 Tandem Office(s)/Selective Router(s) or Frontier interface points. Birch shall advise Frontier of the circuit identification when notifying Frontier of a failure or outage.

4. 911/E-911 General

4.1 Frontier and Birch shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements

4.2 Birch shall compensate Frontier for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.

4.3 Birch and Frontier shall comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.

4.4 Birch shall collect and remit, as required, any 911/E-911 applicable surcharges from its end users in accordance with Applicable Law.

5. Good Faith Performance

If and, to the extent that, Frontier, prior to the Effective Date, has not provided in the State of South Carolina a Service offered under this Attachment, Frontier reserves the right to negotiate in good faith with Birch reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Frontier is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Frontier finishes developing such a Charge, Frontier shall notify Birch in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Birch, and Birch shall pay to Frontier, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Frontier to Birch pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Frontier sends such notice to Birch and thereafter.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Frontier Telecommunications Services Provided to Birch for Resale Pursuant to the Resale Attachment

2.1 Frontier Telecommunications Services for which Frontier is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.1.1 The Charges for a Frontier Telecommunications Service purchased by Birch for resale for which Frontier is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Frontier's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Frontier's Retail Price for the Service that is generally offered to Frontier's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Frontier's Tariffs for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Frontier Tariff wholesale discount for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

2.1.2 The Charges for a Frontier Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Birch for resale pursuant to Section 3.3 of the Resale Attachment for which Frontier is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Frontier's Tariffs for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Frontier Tariff wholesale discount for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Frontier Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Frontier may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Birch for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Frontier may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Birch for resale pursuant to Section 251(c)(4) of the Act.

2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Frontier Telecommunications Services for which Frontier is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Frontier Telecommunications Service for which Frontier is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Frontier's Tariffs for such Frontier Telecommunications Service (or, if there are no Frontier Tariff Charges for such Service, Frontier's Charges for the Service that are generally offered by Frontier).

2.2.2 The Charges for a Frontier Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Birch pursuant to Section 3.3 of the Resale Attachment for which Frontier is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Frontier could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Frontier Tariff Charges).

2.3 Other Charges.

2.3.1 Birch shall pay, or collect and remit to Frontier, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Frontier Telecommunications Services provided by Frontier to Birch.

3. Birch Prices

Notwithstanding any other provision of this Agreement, the Charges that Birch bills Frontier for Birch's Services shall not exceed the Charges for Frontier's comparable Services, except to the extent that Birch's cost to provide such Birch's Services to Frontier exceeds the Charges for Frontier's comparable Services and Birch has demonstrated such cost to Frontier, or, at Frontier's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT [1] [2]

(SOUTH CAROLINA)
v1.9

I. Rates and Charges for Transport and Termination of Traffic[3]

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **$0.0048270♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **$0.0072350♦ per minute of use.**

B. The Tandem Transit Traffic Service Charge is **$0.0022320♦ per minute of use.**

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

D. Exchange Access Service: **Per Frontier interstate and/or Frontier intrastate access tariff**

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1 This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Frontier is not required to provide under Section 251of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Frontier, effective as of March 11, 2005, may, but shall not be required to, charge (and Birch shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's 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 rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

2 Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated March 17, 1997 in Docket Number 96-375-C. Frontier has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order Docket Number 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

3 All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$273.09
Customer Record Search Per Account	$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	$311.98
Engineered Initial Service Order - As Specified	$123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order - Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Outside Facility Connect	$ 68.30
Manual Ordering Charge	$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:	
Engineered	$ 35.48
Non-Engineered	$ 12.59

Coordinated Conversions:

ISO	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59

Hot Coordinated Conversion First Hour:

ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	$ 4.88
Central Office Connection	$ 9.43
Outside Facility Connection	$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Birch orders any service from this Agreement.

Customer Record Search applies when Birch requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Frontier to Birch. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Frontier to Birch. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Frontier to manually enter Birch's order into Frontier's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Birch requests service prior to the standard due date intervals.

Coordinated Conversion applies if Birch requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Birch requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements[4]

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	$	18.00♦
4 Wire Analog Loop (inclusive of NID)	$	28.80♦
2 Wire Digital Loop (inclusive of NID)	$	18.00♦
4 Wire Digital Loop (inclusive of NID)	$	28.80♦
DS-1 Loop	$	125.11
DS-3 Loop	$	1515.42
Supplemental Features:		
ISDN-BRI Line Loop Extender	$	5.69
DS1 Clear Channel Capability	$	23.74

Sub-Loop

2-Wire Distribution	$	21.13
4-Wire Distribution	$	37.97
2-Wire Drop	$	3.62
4-Wire Drop	$	3.89
Inside Wire	BFR	

Network Interface Device (leased separately)

Basic NID:	$	1.45♦
Complex (12 x) NID	$	2.10♦

Dedicated Transport Facilities

Interoffice Dedicated Transport:		
IDT DS0 Transport Facility per ALM	$	.36
IDT DS0 Transport Termination	$	15.08
IDT DS1 Transport Facility per ALM	$	6.70
IDT DS1 Transport Termination	$	30.00
IDT DS3 Transport Facility per ALM	$	32.45
IDT DS3 Transport Termination	$	184.55
Multiplexing (Dedicated Transport):		
DS1 to Voice Multiplexing	$	190.00
DS3 to DS1 Multiplexing	$	267.35
DS1 Clear Channel Capability	$	23.74

[4] For the avoidance of any doubt, in addition to any rates and charges set forth herein, Frontier, effective as of March 11, 2005, may, but shall not be required to, charge (and Birch shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop	$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	$	24.80
Dark Fiber IDT –Termination	$	6.34
Intermediate Office Cross Connect	TBD	

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as "Loop Sharing")[5] [6]

A. Unbundled Local Loops	As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges	
B. Other Charges	**i. Regrade**	$8.09 NRC
	ii. *Service Connection *Service Connection/Other	A second Service Connection NRC and Service Connection/ Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.
	iii. Disconnect	A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.
	iv. Line and Station Transfers /Pair Swaps	A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.
C. Collocation Rates Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)	As Applicable per this Appendix A.	

[5] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

[6] This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Frontier to provide a service that the Agreement does not require Frontier to provide.

NON-RECURRING CHARGES – LOOP

Service Ordering (Loop)		
Initial Service Order, per order	$	51.20 ♦
Transfer of Service Charge, per order	$	16.00
Subsequent Service Order, per order	$	24.00
Installation		
Unbundled Loop, per loop	$	25.00
Loop Facility Charge, per order (See Note 1)	$	67.00

CUSTOM HANDLING

Coordinated Conversions:		
ISO	$	17.76
Central Office Connection	$	9.43
Outside Facility Connection	$	8.09
Hot Coordinated Conversions First Hour:		
ISO	$	23.91
Central Office Connection	$	37.72
Outside Facility Connection	$	32.36
Hot Coordinated Conversions per Additional Quarter Hour:		
ISO	$	4.88
Central Office Connection	$	9.43
Outside Facility Connection	$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNEs

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Addt'l Unit
UNBUNDLED NID				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Distribution Interconnection - Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - Serving Terminal Interconnection - Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	$405.87	$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 64.80	$ 64.57	$267.28	$224.68
Advanced - Unbundled Loop - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement))				
Advanced - Basic (2-wire and 4-wire) - Initial	$ 88.39	$ 56.13	$ 25.00	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	$ 38.02	$ 21.89	$ 25.00	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$ 25.00	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 25.00	N/A
DS3 to DS1 Multiplexer	N/A	N/A	$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	$800.00	N/A
Changeover Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	$161.87	$ 99.77	$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	$179.37	$117.27	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A

LOOP CONDITIONING[7] **(No charge for loops 12,000 feet or less)**				
Loop Conditioning - Bridged Tap	N/A	N/A	$318.71	$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$568.62	$ 34.88
LINE AND STATION TRANSFER[8]	N/A	N/A	$147.75	N/A
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)				
Advanced (2-wire and 4-wire) - Basic - Initial	$ 95.49	$ 63.01	$428.58	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced (DS1 and above) - Complex - Initial	$105.04	$ 72.56	$584.49	N/A
Advanced (DS1 and above) - Complex - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
EXPEDITES				
Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A
OTHER				
Customer Record Search (per account)	$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A
Design Change Charge - EELs and Transport	$ 27.00	$ 27.00	N/A	N/A
ROUTINE NETWORK MODIFICATIONS[9]				
ENGINEERING QUERY[10]	N/A	N/A	$ 183.99	N/A
ENGINEERING WORK ORDER[11]	N/A	N/A	$ 94.40	N/A
EXPEDITE ENGINEERING QUERY10' [12]	N/A	N/A	$ 41.67	N/A

7 These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

8 A Line and Station Transfer (LST) Charge applies when Frontier arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

9 This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

10 Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

11 Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

12 Expedite Charges apply in addition to other listed rates.

EXPEDITE ENGINEERING WORK ORDER[11, 12]	N/A	N/A	$ 27.94	N/A
ROUTINE NETWORK MODIFICATIONS				
CLEAR DEFECTIVE PAIR	N/A	N/A	$ 272.35	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	$ 272.35	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	$ 529.77	N/A
REPEATER - INSTALLATION	N/A	N/A	$1,597.10	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	$2,992.81	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	$ 809.72	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	$ 809.72	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	$ 170.30	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	Time and Material	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	$ 199.90	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	$12,211.41	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	$ 170.30	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	$26,981.19	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	$ 382.34	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	Time and Material	N/A
MOVE DROP	N/A	N/A	$ 109.28	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	$ 346.93	N/A
LINE CARD - INSTALLATION	N/A	N/A	$ 314.63	N/A
COPPER REARRANGEMENT	N/A	N/A	$ 482.90	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	$35,307.87	N/A
IDLC ONLY CONDITION	N/A	N/A	$36,847.28	N/A
OTHER REQUIRED MODIFICATIONS	N/A	N/A	Time and Material	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	$ 50.00	N/A
Conversion - Service Order	N/A	N/A	$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	$ 7.27	N/A
Circuit Retag - per circuit	N/A	N/A	$ 59.43	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Birch orders any service from this Agreement.

Customer Record Search applies when Birch requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Frontier to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Birch requests service prior to the standard due date intervals and the expedite request can be met by Frontier.

Coordinated Conversion applies if Birch requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Birch requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Access Tariff.

V. Collocation Rates

See SC Intrastate Access Tariff Section 18, Collocations Services.

EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION ATTACHMENT

Technical Specifications and Requirements

for

Birch - Frontier OF THE CAROLINAS INC.
Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to Birch - Frontier OF THE CAROLINAS INC. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Frontier's [NAME OF TANDEM/END OFFICE] and Birch's [NAME OF TANDEM/END OFFICE] in the State of South Carolina. A diagram of FM No. [XX] is included as Exhibit A-1.

2. Fiber Meet Points ("FMPs").

   2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Frontier Tandem or End Office.

   2.2 Frontier will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Frontier will be a [MANUFACTURER, MODEL]. Frontier will bear the cost of installing and maintaining its FNID. The fiber patch panel within Frontier's FNID will serve as FMP No. 1. Frontier will provide a fiber stub at the fiber patch panel in Frontier's FNID for Birch to connect [____] strands of its fiber cable [____] connectors. Frontier's FNID will be locked, but Frontier and Birch will have 24 hour access to their respective side of the fiber patch panel located in Frontier's FNID.

   2.3 Birch will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Birch will be a [MANUFACTURER, MODEL]. Birch will bear the cost of installing and maintaining its FNID. The fiber patch panel within Birch's FNID will serve as FMP No. 2. Birch will provide a fiber stub at the fiber patch panel in Birch's FNID for Frontier to connect [____] strands of its fiber cable. Birch's FNID will be locked, but Birch and Frontier will have 24 hour access to their respective side of the fiber patch panel located in Birch's FNID.

3. Transmission Characteristics.

   3.1 FM No. [XX] will be built [as a ring configuration].

   3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].

3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.

3.5 The optical transmission rate will be [Unidirectional] OC-[XX].

3.6 The path switch protection shall be set as [Non-Revertive].

3.7 Frontier and Birch shall provide [Primary Reference Source traceable timing].

4. Add Drop Multiplexer.

4.1 Frontier will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Frontier will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Frontier must provide Birch with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Frontier's Add Drop Multiplexer.

4.2 Birch will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Birch will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Birch must provide Frontier with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Birch's Add Drop Multiplexer.

4.3 Birch and Frontier will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.

4.4 The Data Communication Channel shall be disabled between the Frontier and Birch Add Drop Multiplexers of FM No. [XX].

5. Testing.

5.1 Prior to turn-up of FM No. [XX], Frontier and Birch will mutually develop and implement testing procedures for FM No. [XX]

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Birch as a final step of turn up of the FM No. [XX].

6.2 For one-way trunk arrangements, Frontier will control the CFA for the subtending facilities and trunks connected to Frontier's slots and Birch will control the CFA for the subtending facilities and trunks connected to Birch's slots. Birch will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Frontier will place orders against the second

half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Frontier and Birch shall jointly designate the slot assignments for Frontier's Add Drop Multiplexers and Birch's Add Drop Multiplexer in FM No. [XX].

6.3 For two-way trunk arrangements, Birch shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Birch shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

7.1 Frontier and Birch will inventory FM No. [XX] in their operational support systems before the order flow begins.

7.2 Frontier and Birch will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.

7.3 Frontier will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Frontier's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Birch will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Birch's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].

7.4 Frontier and Birch will provide alarm surveillance for their respective FM No. [XX] transport facilities. Frontier and Birch will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.

8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

BIRCH TELECOM OF THE SOUTH, INC. d/b/a BIRCH COMMUNICATIONS	FRONTIER COMMUNICATIONS OF THE CAROLINAS INC.
By: _____	_____
Date: _____	_____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

Birch Communications - FRONTIER COMMUNICATIONS OF THE CAROLINAS INC.
Fiber Meet Arrangement No. [XX]

City, State