BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street Tallahassee, Florida 32301-1556

July 12, 2000

Mrs. Blanca S. Bayo Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

850 224-7798

Fax 850 224-5073

DUN845-TP

Re: Approval of two Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Rhythms Links Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Rhythms Links Inc. are submitting to the Florida Public Service Commission two amendments to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Rhythms Links Inc. The Commission approved the initial agreement between the companies in Order No. 99-0630-FOF-TP issued April 2, 1999 in Docket 990146-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Rhythms Links Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

CriserTIT

Regulatory Vice President

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BELLSOUTH

Marshall M. Criser III

Regulatory Vice Presi

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STATE OF FLORIDA



Commissioners: J. TERRY DEASON, CHAIRMAN SUSAN F. CLARK E. LEON JACOBS, JR. LILA A. JABER



Division of Records & Reporting Blanca S. Bayó Director (850) 413-6770

Public Service Commission

July 13, 2000

Marshall M. Criser III, Regulatory Vice President BellSouth Telecommunications, Inc. 150 South Monroe Street, Suite 400 Tallahassee, Florida 32301-1556

Re: Docket No. 000845-TP

Dear Mr. Criser:

This will acknowledge receipt of a request BellSouth Telecommunications, Inc. for approval of amendments to existing interconnection agreement with Rhythms Link Inc., which was filed in this office on July 12, 2000 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Division of Records and Reporting Florida Public Service Commission



ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Rhythms Links Inc. and BellSouth Telecommunications, Inc., dated 05/31/2000, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
Exhibit A	1
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TOTAL	3

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AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN RHYTHMS LINKS INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED January 8, 1999

3038765090

Pursuant to this Amendment (the "Amendment"), Rhythms Links Inc. ("Rhythms") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated January 8, 1999 (the "Interconnection Agreement").

WIIEREAS, the Parties entered into an Interconnection Agreement on January 8, 1999, and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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

1. All Exhibits in Attachment 11 of the Interconnection Agreement arc hereby amended to add the rates for Virtual Collocation Cross Connects as set forth in Exhibit A of this Amendment.

2. The rates set forth in Exhibit A of this Amendment for the states of Alabama, Florida, Georgia, Kentucky, and Tennessee are interim and subject to true-up based on any final rates established by a Commission of competent jurisdiction. The Parties agree and acknowledge that the Parties accept these rates as interim rates subject to true-up, and that the Parties do so without waiving any legal rights and without prejudicing any position the Parties may take before any state or federal regulatory, judicial or legislative body or in any proceeding before such a body.

The rates set forth in Exhibit A of this Amendment for the states of Louisiana, Mississippi, North Carolina and South Carolina are final rates and arc not subject to true-up.

3. This Amendment shall have an effective date of May 31, 2000.

4. All other provisions of the Interconnection Agreement dated January 8, 1999 shall remain in full force and effect.

5. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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P. 03/04

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

Rhythms Links Inc. By: Ere UC Coecs F Name: ERIC reba. Title: 600 00 Date:___ 6

BellSouth Tel	ecommunicatio	ns, Iug.
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Ву	\rightarrow	X_{\perp}
1	// 1	\sim
Name: <u>Jerr</u>	<u>v D. Hendrix</u>	

Title: Senior Director

Date: 00

EXHIBIT A

		USOC	AL	FL	GA	KY I	LA	MS	NC	sc	TN
RTU/	IAL COLLOCATION				1						
	NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
	NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
	RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
	RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
	RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	S18.66	NA	NA
2-wi	rire Cross-Connect		_								ř
	RC	UEAC2	\$0.28	\$0.524	\$0.30	\$D.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.3
	NRC-1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19
	NRC - Add't	UEAC2	\$29.40	S11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19
	NRC - 1st - Manual Service Order	T8D	NA	NA	NA	NA	NA	NA	\$4.75	NA	N
	NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	N/
	NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12,76	NA	NA	N
	NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	N
4-wi	ire Cross-Connect										
	RC	UEAC4	\$0.56	\$0.524	\$9.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.
	NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	S41.56	\$19
	NRC - Add'i	UEAC4	\$50.43		\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19
	NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	N
	NRC - Add'I - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	N
		UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	N
	NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	· NA	NA	\$8.55	\$11.43	NA	NA	N
2-fib	ber Cross-Connect										— —
		CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15
		CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	S41
		CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	S29
		CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	N
		CNC2F	\$13.27	NA	NA	NA	S10.29	S10.34	NA	NA	N
4-fib	ber Cross-Connect								1		1
	RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34,38	\$28.11	\$28.74	\$27.08	\$28
	NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50
	NRC - Add1	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$53.56	\$63.68	\$38
	NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	N.
	NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	N
DS1	1 Cross-Connects			[
	RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	N
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	N
	NRC - Add't	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	N
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	N/
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	N/
DS3	3 Cross-Connects						[
		TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	N
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	N
	NRC - Add'I	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	N
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	N
	NRC - Manual Service Order - Add'	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	N
											1

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P. 04/04



ATTACHMENT TO TRANSMITTAL LETTER

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The Amendment entered into by and between Rhythms Links Inc. and BellSouth Telecommunications, Inc., dated 05/26/2000, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	25
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TOTAL	25

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HIGH FREQUENCY SPECTRUM NETWORK ELEMENT AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN RHYTHMS LINKS INC. and BELLSOUTH TELECOMMUNICATIONS, INC. DATED JANUARY 8, 1999

THIS HIGH FREQUENCY SPECTRUM NETWORK ELEMENT AMENDMENT (the "Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and Rhythms Links Inc. ("Rhythms"), as of the 26th day of May 2000. (BellSouth and Rhythms are individually referred to as a "Party" and collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on January 8, 1999, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to Rhythms unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the Parties to this Amendment, intending to be legally bound, hereby agree as follows:

- 1. Attachment 2 of the Agreement shall be amended by adding the following Section 16 to Attachment 2 of the Agreement:
 - 16 High Frequency Spectrum Network Element

16.1 GENERAL

BellSouth shall provide Rhythms access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide Rhythms with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

16.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Rhythms' the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules.

BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Rhythms shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Rhythms shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

16.1.2

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The following loop requirements are necessary for Rhythms to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils. low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Rhythms shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Rhythms to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Rhythms shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.). If Rhythms requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Rhythms shall pay for the loop to be restored to its original state.

16.1.3 Rhythms' meet point is the point of termination for Rhythms' or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the Rhythms' connecting block to the splitter. The splitter will route the High Frequency Spectrum on the

circuit to the Rhythms' xDSL equipment in the Rhythms' collocation space.

- 16.1.4 Rhythms shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.
- 16.1A BellSouth and Rhythms enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Rhythms may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Rhythms may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Rhythms might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Rhythms with access to the High Frequency Spectrum, including but not limited to the positions that BellSouth or Rhythms might take before the Florida Public Service Commission in docket no. 000501-TP or before the Georgia Public Service Commission in docket no. 12228-U.

16.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

BellSouth will provide Rhythms with access to the High Frequency Spectrum as follows:

16.2.1 BellSouth Owned Splitters

BellSouth is unable to obtain a sufficient number of 16.2.1.1 splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Rhythms and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Rhythms' submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a

particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Rhythms will reevaluate this fortytwo (42) day interval on or before August 1, 2000.

- 16.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Rhythms in a central office, Rhythms shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 16.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Rhythms access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Rhythms with a carrier notification letter at least 30 days before of such change and shall work collaboratively with Rhythms to select a mutually agreeable brand of splitter for use by BellSouth. Rhythms shall thereafter purchase ports on the splitter as set forth more fully below.
 - 16.2.1.3.1 BellSouth will install the splitter in (i) a common area close to the Rhythms collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Rhythms DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will crossconnect the splitter data ports to a specified Rhythms DS0 at such time that a Rhythms end user's service is established.

16.2.2 Rhythms Owned Splitters

- 16.2.2.1 Upon completion of the conditions set forth in 16.2.2.2.1, 16.2.2.2.2, and 16.2.2.2.3, BellSouth (i) shall provide Rhythms with the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Rhythms to obtain access to, and provide digital subscriber line services to Rhythms' Customers via, High Frequency Spectrum Network Elements that utilize such splitters.
- 16.2.2.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues, in no event later than September 6 or sooner if possible:
 - 16.2.2.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Rhythms' equipment or wiring.
 - 16.2.2.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Rhythms collocation arrangement.
 - 16.2.2.3 COSMOS must be modified to be able to accept two CFA pair assignments from Rhythms when Rhythms orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:
 - 16.2.2.3.1 By July 6, 2000, Rhythms shall identify for BellSouth the cable pairs in specific central offices that Rhythms intends to use for line sharing; and
 - 16.2.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs by September 6, 2000.
 - 16.2.2.3.2.1 If it is not technically feasible for BellSouth to complete these modifications by

September 6, 2000. BellSouth will use its best efforts to develop a workaround solution that will enable Rhythms to provide its services using High Frequency Spectrum and Rhythms' splitters by September 6, 2000. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Rhythms to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

In the event Rhythms desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Rhythms shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Rhythms anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter. Rhythms or its certified vendor will provide a Methods of Procedure for each affected collocation space. In the event the equipment installed by Rhythms does not comply with Section 16.2.2.4, below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Rhythms, may require Rhythms to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Section 3.8 of Attachment 4 of the Agreement. BellSouth shall

16.2.2.3

permit Rhythms a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.

16.2.2.4 Any splitters installed by Rhythms in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Rhythms to install any splitters in that BellSouth deploys or permits to be deployed for itself or any BellSouth Affiliate.

- 16.2.3 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and Rhythms desires to continue providing xDSL service on such loop, Rhythms shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Rhythms desires to continue providing xDSL service on such loop, Rhythms shall be required to purchase the full stand-alone loop unbundled network element.
- 16.2.4 Rhythms and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Rhythms agree that Rhythms is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Rhythms with access to feeder subloops at UNE prices. BellSouth and Rhythms will work together to establish methods and procedures for providing Rhythms access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.
- 16.2.5 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 16.2.6 To order High Frequency Spectrum on a particular loop, Rhythms must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Rhythms to create a concurrent

process that allows Rhythms to order splitters in central offices where Rhythms is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Rhythms' collocation provisioning interval. While that process is being developed, Rhythms may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 16.2.1.

- 16.2.7 For splitters owned by BellSouth (as described in Section 16.2.1 above), BellSouth will devise a splitter order form that allows Rhythms to order splitter ports in increments of 24 or 96 ports.
- 16.2.8 BellSouth will provide Rhythms the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 16.2.9 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow-through, in forty-eight (48) hours. BellSouth will provide Rhythms with access to the High Frequency Spectrum as follows:
 - 16.2.9.1 For 1-5 lines at the same address within three (3) business days from the receipt of Rhythms' LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated. BellSouth and Rhythms will re-evaluate these intervals on or before August 1, 2000.
- 16.2.10 Rhythms will initially use BellSouth's existing prequalification functionality and order processes to prequalify line and order the High Frequency Spectrum. Rhythms and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Rhythms, by the fourth quarter of 2000, an electronic pre-ordering, ordering,

provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

16.2.11 In the event that BellSouth does not deliver, or knows that it will be unable to deliver, the High Frequency Spectrum to Rhythms on the due date, BellSouth will provide jeopardy notices to Rhythms in a timely manner according to processes and procedures to be worked out between BellSouth, Rhythms and other CLECs collaboratively.

16.3 MAINTENANCE AND REPAIR

Rhythms shall have access, for test, repair, and maintenance purposes, to any loop to which it has access to the High Frequency Spectrum. Consistent with the Amendment to the Agreement Between ACI Corp. and BellSouth Telecommunications, Inc. dated January 8, 1999 that became effective on December 13, 1999, Rhythms may access the High Frequency Spectrum at the point where the combined voice and data signal exits the central office splitter on a twenty-four (24) hour per day, seven (7) day per week basis and without the need for a BellSouth escort. Where BellSouth owns the splitter in a physical collocation arrangement, BellSouth shall provide Rhythms with access to splitters on such a basis regardless of where in a central office the splitter is located.

- 16.3.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. Rhythms will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 16.3.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call Rhythms. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 16.3.3 BellSouth and Rhythms will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Rhythms has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

- 16.3.3.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 16.3.3.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 16.3.3.3 BellSouth shall cure any troubles reported by Rhythms for the High Frequency Spectrum in the same interval in which BellSouth is required to cure a trouble reported for POTS line.
- 16.3.4 In the event Rhythms' deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Rhythms and allow twenty-four (24) hours to cure the trouble. If Rhythms fails to resolve the trouble, BellSouth may discontinue Rhythms' access to the High Frequency Spectrum on such loop.

16.4 PRICING

BellSouth and Rhythms agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding or arbitration conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Rhythms' written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement negotiated by the Parties.

^{16.4.1} The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

						RATES BY	STATE			
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
SYSTEM, SPLITTER - 96 LINE CAPACITY	ULSDA									
Monthly recurring		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Non Recurring - 1st		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring – Add'l.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring – Disconnect Only	1	NA	\$150	NA	NA	NA	NA	NA	NA	NA
SYSTEM, SPLITTER - 24 LINE CAPACITY	ULSDB									
Monthly recurring		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Non Recurring		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring - Add'l.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring – Disconnect Only		NA	\$150	NA	NA	NA	NA	NA	NA	NA
LINE ACTIVATION – PER OCCURRENCE	ULSDC									
Monthly recurring – OSS		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Non Recurring, C.O. Wiring – 1 st		\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Non Recurring, C.O. Wiring – Add'l.		\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE - Customer requested, C.O. Re-Wiring, etc.	ULSDS									
Non Recurring – 1st		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Non Recurring – Add'l.		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15

^{16.4.2} Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

- 2. BellSouth shall make available to Rhythms any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If Rhythms elects to adopt such agreement, Rhythms shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.
- 3. In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

- All of the other provisions of the Agreement shall remain in full force and effect. 4.
- Either or both of the Parties is authorized to submit this Amendment to the respective 5. state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Date:

Rhythms Links Inc.

Ву: _____

Name:

Title:

Date:

BellSouth-Telecommunications / mc

By:

Name: Jerry Hendrix

Title: Senior Director 26

303 400 5367 Phone NO. : 303 400 5367

- 4. All of the other provisions of the Agreement shall remain in full force and effect.
- 5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Rhythms Links Inc.

BellSouth Telecommunications, Inc.

Ву:	Ever & Gen
Name:	ERIC H Qeis
Title:	Secretary
Date:	May 26, 2000

Ву:	•
Name: Jerry Hendrix	
Title: Senior Director	
Date:	

ATTACHMENT 1

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

- 1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
- 2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
- 3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000. Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

- 5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
- 6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
- 7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

- 8. Irrespective of the Priority List, no orders received after April 28, 2000 will be worked until after all orders received on or before April 28, 2000 have been completed.
- 9. Once all orders received on or before April 28, 2000 have been worked in their entirety, orders received after April 28, 2000 will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Line Sharing March 9, 2000

1.1

Rhythms, Covad, NorthPoint, New Edge

Combined Ranking <u>CLLI</u>

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	2 3 4 5
ATLNGASS	6
CHMBGAMA	6 7 8
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

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ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

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BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
	GSVLFLNW	FL	4
	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
	BCRTFLMA	FL	40
	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

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			40
			48
			49
	WPBHFLGR	FL	50
	MIAMFLCA	FL	51
	SLIDLAMA		52
	KNVLTNBE	TN	53
	MTGMALDA	AL	54
	BRHMALRC	AL	55
	BRHMALVA	AL	56
	FTPRFLMA	FL	57
	FKLNTNMA	TN	58
	NWORLARV		59
	GNBONCAS	NC	60
	RLGHNCGL	NC	61
	NWORLAMR	LA	62
	KNVLTNWH	TN	63
	DYBHFLPO	FL	64
	BSMRALMA	AL	65
	BCRTFLBT	FL	66
	JPTRFLMA	FL	67
	NSVLTNDO	TN	68
	NWORLASK	LA	69
189	FTLDFLJA	FL	70
	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
	BTRGLAGW	LA.	78
	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
	CHRLNCCE	NC	82
	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
	FLRNSCMA	SC	85
	DLBHFLMA	FL	86
	DRBHFLMA	FL	87
	MAVLTNMA	TN	88
	NSVLTNGH	TN	89
	JCVLFLSJ	FL	90
	PMBHFLMA	FL	91
	MIAMFLWD	FL	92
	ORLDFLMA	FL	93
	NSVLTNWM	TN	94
	COCOFLMA	FL.	95
	FTLDFLCR	FL	96
	FTLDFLCY	FL	97
	VRBHFLMA	FL	98
	GDVLTNMA	TN	99
1200	GDVLINMA		

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-	696	NWORLASC	LA	100
	264	MIAMFLSO	FL	101
	989	CHRLNCCR	NC	102
	683	NWORLAAR	LA	103
		KNVLTNYH	TN	104
		BTRGLAMA	LA	105
		FTLDFLMR	FL	106
		FTLDFLOA	FL	107
		CLVLTNMA	TN	108
		CHRLNCCA	NC	109
		LSVLKYBE	KY	110
		WPBHFLRP	FL	111
		MNDRFLLO	FL	112
		JCVLFLRV	FL	113
		GNBONCEU	NC	114
		PNSCFLBL	FL	115
		FTLDFLPL	FL	116
		FTLDFLSU	FL	117
		CHTGTNBR	TN	118
		CHRLNCBO	NC	119
		NWORLACM	LA	120
ł		CPHLNCRO	NC	121
		HLWDFLWH	FL	122
		MMPHTNST	TN	123
		CHRLNCSH	NC	124
		JCSNMSCP	MS	125
		FTLDFLWN	FL	126
ł		HLWDFLHA	FL	120
ł		AHVLNCOH	NC	128
ł		CHRLNCRE	NC	129
		JCVLFLNO	FL	130
ŀ		LSVLKYWE	KY	130
ł		RLGHNCHO	NC	131
		LSVLKYOA	KY	133
-		CHRLNCLP	NC	134
ŀ		BWLGKYMA	KY	134
ŀ			FL	136
			FL	130
-		PNCYFLMA	rL FL	137
ŀ		GNBONCLA	NC	138
		JCVLFLAR	FL	139
		A REAL PROPERTY OF A REAL PROPER		
ŀ			FL	141
-			FL	142
-			KY .	143
Ļ			FL	144
Ļ			AL	145
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Ļ			FL,	147
Ļ			TN	148
Ļ			FL	149
			LA	150
L	300 F	PMBHFLFE	FL	151

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		FL	152
			153
	JCVLFLSM	FL	154
	MTGMALMT	AL.	155
	MIAMFLAE	FL	156
		FL	157
	DCTRALMT	AL	158
	JCBHFLAB	FL	159
	ORLDFLCL	FL	160
	WNSLNCVI	NC	161
	LSVLKYAN	KY	162
	BURLNCDA	NC	163
1	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
	HNVIALMT	AL	168
	BRHMALFS	AL	169
	NWORLAMA	LA	170
	HDVLTNMA	TN	171
	ORLDFLSA	FL	172
	GSTANCSO	NC	173
	MOBLALAZ	AL	174
	SUVLSCMA	sc	175
	MIAMFLFL	FL	176
	MIAMFLGR	FL	177
	CHTNSCWA	sc	178
	MOBLALOS	AL	179
	PNSNALMA	AL	180
	MTOLNCCE	NC	181
	RLGHNCJO	NC	182
	WNSLNCFI	NC	183
	HNVIALPW	AL	184
	OWBOKYMA	KY	185
	MIAMFLIC	FL	186
	CHTNSCDP	SC	180
	MIAMFLKE	FL	188
	CLMASCSH	SC	189
	LSVLKYVS	KY KY	190
	PNVDFLMA	IFL I	190
	NDADFLBR	FL	191
	LBNNTNMA		192
		SC	
	GNVLSCDT		194
	NSBHFLMA	FL	195
	MIAMFLME	FL	196
	MIAMFLNM	FL	197
	BTRGLAOH	LA	198
	CHTNSCDT	SC,	199
	BSMRALHT	AL	200
	WPBHFLRB	FL	201
	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

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11	169 GNVLSCWR	SC	204
	327 TTVLFLMA	FL	205
2	260 MIAMFLPB	FL	206
	261 MIAMFLPL	FL	207
	349 JCSNMSMB	MS	208
	188 MNPLSCES	SC	209
	577 CVTNLAMA	LA	210
	279 NDADFLOL	FL	211
	998 CHRLNCUN	NC	212
	071 RLGHNCMO	NC	213
	130 CHTNSCNO	SC	213
	310 PNSCFLWA	FL	215
	276 NDADFLAC	FL	216
	266 MIAMFLWM	FL	210
	77 DYBHFLOB	FL	218
	38 CLMASCSA	SC	
			219
			220
	67 RLGHNCGA		221
		FL	222
	24 KNNRLAHN		223
	07 SPBGSCMA	SC	224
	80 SLBRNCMA	NC	225
	78 NDADFLGG	FL	226
	02 PMBHFLTA	FL	227
	43 CLMASCSW	SC	228
	40 LSVLKYTS	KY	229
12	57 CRTHTNMA	TN	230
	28 BRHMALWL	AL	231
	35 LSVLKYJT	KY	232
6	39 LFYTLAVM	LA	233
3	32 WPBHFLAN	FL	234
13	69 OKRGTNMT	TN	235
1	26 HNVIALUN	AL	236
4	38 LSVLKYSL	KY	237
<u> </u>	83 PMBRKYMA	KY	238
	92 ORPKFLRW	FL	239
	59 BTRGLASB	LA	240
_	29 SHPTLAMA	LA	241
	33 LSVLKYFC	KY	242
	32 LSVLKYCW	KY	243
<u> </u>	00 JCSNTNMA	TN	244
	61 BTRGLAWN	LA	244 245
	01 WNSLNCLE	NC	245
	77 GALLTNMA	TN	240
	56 BTRGLAIS	LA	247
-	26 SHPTLABS		
	2015HPTLABS 89 NWORLALK		249
			250
		TN.	251
		LA	252
L 72	27 SHPTLACL	LA	253
138	38 SMYRTNMA 52 DKSNTNMT	TN TN	254

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		PTLAHD	LA	256
	1031 HN		NC	257
		EXNCCE	NC	258
		RLNCDE	NC	259
		TWTNMA	TN	260
	852 JCS	SNMSRW	MS	261
	1394 SPF		TN	262
	665 MN	VLLAMA	LA	263
	1023 GN	BONCMC	NC	264
	1106 AIK	NSCMA	SC	265
	991 CHI	RLNCER	NC	266
	1072 RLC	GHNCSB	NC	267
	645 LKC	CHLAUN	LA	268
	1045 LNT	FNNCMA	NC	269
	263 MIA	MFLSH	FL	270
	1017 GLE	BONCMA	NC	271
	1308 KN\		TN	272
i	1135 CLN		SC	273
	1100 WN		NC	274
		PTMSTS	MS	275
	258 MIA		FL	276
		GMALNO	AL	277
	259 MIA		FL	278
	1398 SVV		TN	279
	993 CHF		NC	280
	1085 SSV		NC	281
	982 BUF		NC	282
	731 SHF		LA	283
	1024 GNE		NC	284
			AL	285
	244 MIA		FL	286
	296 PCE		FL	287
	1037 KNE		NC	288
			FL	289
			rl KY	290
	434 LSV			290
			MS	
	1078 SEL			292
		BLALSK	AL	293
	1009 DVS		NC	294
	582 DNS		LA	295
ļ	1098 WN		NC	296
ļ			AL	297
ļ	1083 SRF		NC	298
	399 FRF		KY	299
Į	247 MIA		FL	300
[1248 CLN		TN	301
[1018 GNE		NC	302
ſ	1136 CLM	ASCDF	SC,	303
Ī	1105 ZBL	NNCCE	NC	304
ſ	321 STA	GFLMA	FL	305
ľ	1096 WN	DLNCPI	NC	306
ľ	846 JCS		MS	307
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	11 BLFNALMA	AL	308
4	27 LSVLKY26	KY	309
	93 FTLDFLSG	FL	310
	42 CHTGTNRO	TN	311
	12 HMSTFLNA	FL	312
	59 CCBHFLMA	FL	313
	85 CARYNCWS	NC	314
	60 BTRGLASW	LA	315
	95 PAHKFLMA	FL	
			316
	33 CLMASCAR	SC	317
	50 MIAMFLDB	FL	318
	22 HNVIALLW	AL	319
	66 RLGHNCDU	NC	320
	42 CLMASCSU	SC	321
2	10 HMSTFLEA	FL	322
1	54 BLGLFLMA	FL	323
12	58 CRVLTNMA	TN	324
8	51 JCSNMSPC	MS	325
12	11 CHTGTNRB	TN	326
	53 MGTNNCGR	NC	327
	39 TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
	30 SHPTLAQB	LA	330
	78 BOONNCKI	NC	331
	39 HTBGMSWE	MS	332
0	8 ATHNALMA	AL	
			333
	0 HMNDLAMA	LA	334
	4 MDSNMSES	MS	335
	1 OPLKALMT	AL	336
	9 BILXMSED	MS	337
	9 MLTNFLRA	FL	338
	1 JCSNTNNS	TN	339
the second s	5 MOBLALPR	AL	340
	2 BTRGLABK	LA	341
	7 JCSNMSCB	MS	342
43	7 LSVLKYSH	KY	343
	9 CHTNSCLB	SC	344
	2 RCMDKYMA	KY	345
	1 HNSNKYMA	KY	346
	OLENRNCHA	NC	347
	0 NAGSSCMA	SC	348
	7 PRVLALMA	AL	349
	3 HTISFLMA	FL	
	and the second se		350
	2 ARDNNCCE	NC	351
	OGLBRFLMC	FL	352
	3 GLPTMSLY	MS	353
	5 PTSLFLSO	FL	354
5	1 MOBLALAP	AL 、	355
112	7 CHTNSCJM	SC	356
89	3 OCSPMSGO	MS	357
	1 TSCLALNO	AL	358
	7 SBSTFLMA	FL	359
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527 WNCHKYMA KY 360 58 MOBLALSF AL 361 1239 CHTGTNMV TN 362 1016 GLBONCAD NC 363 770 BILXMSMA MS 364 1400 TLLHTNMA TN 365 109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 <tr< th=""><th></th><th></th><th></th><th>_</th></tr<>				_
1239 CHTGTNMV TN 362 1016 GLBONCAD NC 363 770 BILXMSMA MS 364 1400 TLLHTNMA TN 365 109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 381 555 BTRGLAHR LA 382	527	WNCHKYMA	KY	360
1016 GLBONCAD NC 363 770 BILXMSMA MS 364 1400 TLLHTNMA TN 365 109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 <t< td=""><td>58</td><td>MOBLALSF</td><td>AL</td><td>361</td></t<>	58	MOBLALSF	AL	361
770 BILXMSMA MS 364 1400 TLLHTNMA TN 365 109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMA TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 <t< td=""><td>1239</td><td>CHTGTNMV</td><td>TN</td><td>362</td></t<>	1239	CHTGTNMV	TN	362
1400 TLLHTNMA TN 365 109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 3650 JCSNMSNR MS 384 <	1016	GLBONCAD	NC	363
109 FRHPALMA AL 366 1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 <t< td=""><td>770</td><td>BILXMSMA</td><td>MS</td><td>364</td></t<>	770	BILXMSMA	MS	364
1368 NWPTTNMT TN 367 56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 <	1400	TLLHTNMA	TN	365
56 MOBLALSA AL 368 666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 <t< td=""><td>109</td><td>FRHPALMA</td><td>AL</td><td>366</td></t<>	109	FRHPALMA	AL	366
666 MONRLADS LA 369 668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387	1368	NWPTTNMT	TN	367
668 MONRLAWM LA 370 57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTMA TN 387 1343 MNCHTNMA TN 388	56	MOBLALSA	AL	368
57 MOBLALSE AL 371 404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389	666	MONRLADS	LA	369
404 GRTWKYMA KY 372 970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCF	668	MONRLAWM	LA	370
970 AHVLNCOT NC 373 1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390	57	MOBLALSE	AL	371
1385 SHVLTNMA TN 374 780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391	404	GRTWKYMA	KY	372
780 BRNDMSES MS 375 1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393	970	AHVLNCOT	NC	373
1414 WNCHTNMA TN 376 1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1385	SHVLTNMA	TN	374
1347 MSCTTNMT TN 377 1315 LNCYTNMA TN 378 240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395			MS	
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240 LYHNFLOH FL 379 1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1347	MSCTTNMT	TN	377
1374 PLSKTNMA TN 380 1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1315	LNCYTNMA	TN	378
1317 LRBGTNMA TN 381 555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	240	LYHNFLOH	FL	379
555 BTRGLAHR LA 382 294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1374	PLSKTNMA	TN	380
294 PACEFLPV FL 383 850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1317	LRBGTNMA		381
850 JCSNMSNR MS 384 1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	555	BTRGLAHR	LA	382
1243 CHTGTNSE TN 385 204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	294	PACEFLPV	FL	383
204 HBSDFLMA FL 386 1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	850	JCSNMSNR	MS	384
1319 LXTNTNMA TN 387 1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395				385
1343 MNCHTNMA TN 388 1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395				386
1249 CLTNTNMA TN 389 322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1319	LXTNTNMA	TN	387
322 STAGFLSH FL 390 1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1343	MNCHTNMA	TN	388
1041 LENRNCHU NC 391 308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1249	CLTNTNMA	TN	389
308 PNSCFLHC FL 392 1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	322	STAGFLSH		390
1285 GTBGTNMT TN 393 968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	1041	LENRNCHU	NC	391
968 AHVLNCBI NC 394 1238 CHTGTNHT TN 395	308	PNSCFLHC	FL	392
1238 CHTGTNHT TN 395	1285	GTBGTNMT		393
	968	AHVLNCBI	NC	394
304 PNCYFLCA FL 396				
	304	PNCYFLCA	FL	396

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