Richard T. Howell Area Manager – Regulatory Relations DOCKET NO. 160103-TP

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FILED APR 29, 2016 DOCUMENT NO. 02630-16 FPSC - COMMISSION CLERK

April 29, 2016

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and EarthLink Business, LLC

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and EarthLink Business, LLC. The underlying agreement was filed on March 12, 2010 in Docket Number 100122-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archal 9. Howell

Attachment

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS



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eSigned - Jeanne Dale c/o EarthLink Business, LLC	
Signature:	Signature: eSigned - William A. Bockelman
eSigned - Jeanne Dale c/o EarthLink Business, LLC Name:	Name: eSigned - William A. Bockelman
(Print or Type)	(Print or Type)
Title: VP Vendor Relations & Access Regulatory	Title: Director
(Print or Type)	(Print or Type)
Date: 07 Apr 2016	Date: 07 Apr 2016

Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III, DeltaCom, LLC d/b/a EarthLink Business IV, EarthLink Business, LLC, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Michigan, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, US XChange of

Wisconsin, L.L.C. d/b/a EarthLink Business

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7796,2932,7727	7795,7727	7795,4615,3424
ARKANSAS	2932		1364
CALIFORNIA	2932		2832
FLORIDA	7796,2932,7727	7795,4616, 7727	7795,3415,2830,4616
GEORGIA	7796,2932, 7727	7795,4617, 7727	7795,3593,2830,4617
ILLINOIS	2932,8761	8760	3416,8760
INDIANA	2932,8365	8366	3426,8366
KANSAS	2932		2885
KENTUCKY	7796,7727,2932	7795	7795,3418
LOUISIANA	7796,2932, 7727	7795, 7727	7795,3414,2830,4618
MICHIGAN	2932,4149	8685	3855,8685
MISSISSIPPI	7796, 7727,2932	7795, 7727	7795,3771,4619
MISSOURI	2932		3423

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NEVADA	2932		3419		
NORTH CAROLINA	7796, 7727,2932	7795, 7727	7795,636F,4620		
OHIO	9544,2932	3765 3765,3858			
OKLAHOMA	2932	2932 3422			
SOUTH CAROLINA	7796,2932, 7727	7795, 7727	7795,3605,4621		
TENNESSEE	7796,2932, 7727	7795, 7727	7795,3993,4622		
TEXAS	2932		2887		
WISCONSIN	2932,7980	7979	2932,7979		

Description	ACNA Code(s)
ACNA(s)	BTM,HOC,DLT,NGE,UXW

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AMENDMENT TO THE AGREEMENT BETWEEN

BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

- 1. The recitals are hereby incorporated in their entirety into this Amendment.
 - The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit B for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit B hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.
- 2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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- 4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5. The Parties agree to replace Section N from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
 - N.3.1 the date of actual receipt.
 - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	585.465.5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	John.Ambrosi@elnk.com

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

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

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section
 N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address,

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and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 12. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to

Amendment - CLEC FCC ICC 2012 Rate Revisions/AT&T-21STATE

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Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

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Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/1/11	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	EarthLink Business, LLC	Interconnection	1/9/07	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	12/1/11	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	EarthLink Business, LLC	Interconnection	6/12/10	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Ιπτατερημάτιση		11/21/11	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA			3/21/15	
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY Business Telecom, LLC d/b/a EarthLink Business IV DeltaCom, LLC d/b/a EarthLink Business III		Interconnection	10/20/11	

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AT&T ILEC ("AT&T")	C ("AT&T") CARRIER Legal Name Contract Type		Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	EarthLink Business, LLC	Interconnection	1/11/07
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business IV	Interconnection	1/26/12
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	EarthLink Business, LLC	Interconnection	3/16/07
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/11/12
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	EarthLink Business, LLC	Interconnection	2/14/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/20/12
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	EarthLink Business, LLC	Interconnection	3/8/07
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	10/26/12

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AT&T ILEC ("AT&T")	AT&T ILEC ("AT&T") CARRIER Legal Name Contract Type		Approval Date	
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	EarthLink Business, LLC	Interconnection	4/2/07	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/7/11	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	EarthLink Business, LLC	Interconnection	2/26/07	
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	EarthLink Business, LLC	Interconnection	8/9/00	
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS			11/5/97	
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	EarthLink Business, LLC	Interconnection	7/6/00	
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US XChange of Indiana, L.L.C. d/b/a EarthLink Business	Interconnection	4/25/01	
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	EarthLink Business, LLC	Interconnection	10/6/00	
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	US XChange of Michigan, L.L.C. d/b/a EarthLink Business I	Interconnection	4/26/11	
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	EarthLink Business, LLC	Interconnection	5/29/00	

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AT&T ILEC ("AT&T")	CARRIER Legal Name	Legal Name Contract Type	
The Ohio Bell Telephone Company d/b/a AT&T OHIO	EarthLink Business, LLC	Interconnection	5/3/01
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Choice One Communications of Ohio Inc. d/b/a EarthLink Business	Interconnection	6/28/00
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	EarthLink Business, LLC	Interconnection	6/8/00
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	EarthLink Business, LLC	Interconnection	4/3/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	EarthLink Business, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	EarthLink Business, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	EarthLink Business, LLC	Interconnection	1/29/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	EarthLink Business, LLC	Interconnection	9/27/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	EarthLink Business, LLC	Interconnection	5/3/00
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business	Interconnection	10/24/97

Pricing Sheet Exhibit B

								Non- Recurring Charge (NRC)		
Attachment	State		Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	E1	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU