develop the processes and methodologies required for Unbundled Network Elements bill certification by December 31, 1997, unless otherwise mutually agreed.

9.0 Payment of Charges

9.1 Subject to the terms of this Agreement, AT&T will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. AT&T agrees to provide such automated remittances if and when AT&T develops such capability. AT&T will provide SWBT with one address to which such payments will be rendered and SWBT will provide AT&T with one address to which such payments will be rendered. In the event AT&T receives multiple and/or other bills from SWBT which are payable on the same date, AT&T may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and AT&T will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

10.0 Examination of Records

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, AT&T or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment

11.0 Meet Point Billing

11.1 AT&T and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's

MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

11.2 AT&T and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

11.4 SWBT and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and AT&T will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.5

11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.

11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost

11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than January 1, 1997.

12.0 Mutual Compensation

12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.

12.2

12.3 The Parties will work cooperatively to establish, not later than January 1, 1997, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

13.0 Pricing

13.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-

UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

1.1 This Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to AT&T. Usage Data will be provided by SWBT to AT&T when AT&T purchases Network Elements from SWBT.

2.0 General Requirements for Usage Data

2.1. SWBT's provision of Usage Data to AT&T will be in accordance with the Performance Metrics to be developed by AT&T and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time AT&T begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six months after AT&T begins providing local services to customers.

2.2. SWBT will retain Usage Data in accordance with AT&T Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

3.1 SWBT will provide all usage data for AT&T's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an AT&T customer;

- calls completed via SWBT-provided operator services where SWBT provides such service to AT&T's local service customer;

- records will include complete call detail and complete timing information for unbundled Network Elements

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

3.2 SWBT will provide to AT&T Usage Data for AT&T end user customers only. SWBT will not submit other carrier local usage data as part of the AT&T Usage Data.

3.3 AT&T is responsible for payment of 555 intraLATA information service revenue billed to AT&T by SWBT. AT&T will attempt to resolve all its end-user 555 intraLATA information service charge inquires prior to requesting an adjustment from SWBT. AT&T will make a comparable attempt to collect all 555 intraLATA charges as it makes to collect its own 900 information service charges. The Parties agree to establish settlement procedures to permit AT&T to receive adjustments from SWBT for amounts AT&T customers refuse to pay for 555 services charges forwarded by SWBT to AT&T for billing.

3.4 SWBT will not adjust 555 charges without investigation by AT&T. Prior to requesting an adjustment under this subsection, AT&T will attempt to sustain 555 charges and make good faith efforts to collect said amounts from its end user customers in accordance with the procedures outlined for "Company" in SWBT's standard Contract For Information Delivery Service Dial 976, Section 11, dated September 20, 1989, or as otherwise mutually agreed to by the Parties.

4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type, as specified in the AT&T Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

4.4

4.5

4.5.1

4.5.2

4.5.3

4.5.4

4.5.5

5.0 Usage Data Reporting Requirements

5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

5.2 SWBT will provide segregated Usage Data to AT&T locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to AT&T over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 AT&T and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5. SWBT will provide Usage Data to AT&T daily (Monday through Friday) on a daily time schedule to be determined by the parties.

5.6 SWBT will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997 or otherwise as mutually agreed by both Parties.

6.0 Charges

6.1

6.1.1 **Partial Loss** - SWBT will review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes will be reported, if possible

6.1.2

6.1.3

Exceptions:

6.1.3.1

6.1.3.2

6.1.3.3

6.2 SWBT will bill and AT&T will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

7.1 When AT&T purchases certain Network Elements from SWBT, SWBT will provide AT&T with Local Account Maintenance. When SWBT is acting as the switch provider for AT&T, where AT&T is employing UNEs to provide local service, SWBT will notify AT&T whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from AT&T to another local service provider. SWBT will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with AT&T. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT: Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. AT&T will pay to SWBT a per transaction charge of .

7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange

Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that AT&T resells or UNEs of SWBT that AT&T employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in AT&T, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

8.0 Alternatively Billed Calls

8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of AT&T are called "Incollects." Calls that are placed using AT&T Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

8.2 Outcollects: SWBT will provide to AT&T the unrated message detail that originates from an AT&T subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. AT&T as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at AT&T tariffed rates and AT&T will be responsible for providing the billing message detail to the billing company for end user billing. AT&T will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to AT&T is applicable, and SWBT will bill AT&T for the transmission charge.

8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to AT&T customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to AT&T for billing to AT&T's end-users. SWBT will transmit such data on a daily basis. SWBT will credit AT&T the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be $.05 per billed message. AT&T and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to AT&T is applicable, and SWBT will bill AT&T for the transmission charge.

9.0 Pricing

9.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which AT&T and SWBT will interconnect their networks in the event that AT&T is providing its own switching facilities in a given Exchange Area. The arrangements described herein do not apply to the provision and utilization of unbundled Network Elements which are addressed in Attachment 6: Unbundled Network Elements.

1.0 The Parties will interconnect their facilities as follows:

1.1 In each SWBT Exchange Area in which AT&T offers local exchange service, the Parties will interconnect their network facilities at a minimum of one mutually agreeable Point of Interconnection (POI). Each party will be responsible for providing necessary equipment and facilities on their side of the POI. If AT&T establishes collocation at an end office, any direct trunks will be provisioned over the AT&T collocation facility. The POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as AT&T initiates exchange service operations in additional SWBT Exchange Areas;

1.2 Where AT&T requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services;

1.3 SWBT will interconnect its network facilities with AT&T's facilities under terms and conditions no less favorable than those identified herein.

2.0 Where AT&T interconnects with SWBT for the purpose of exchanging traffic between networks, AT&T may use any of the following interconnection methods, including but not limited to, Physical Collocation Interconnection, Virtual Collocation Interconnection, SONET Based Interconnection, Mid Span Fiber Interconnection, leasing of SWBT facilities or other mutually agreeable methods of interconnection. Appendix Network Interconnection Methods (NIM), attached hereto and incorporated herein, describes such methods.

3.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

4.0 The Parties also agree to comply with the terms of Appendix SS7 Interconnection, which is attached hereto and incorporated herein.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

1.1 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for AT&T to interconnect any AT&T provided switching facility with SWBT facilities. The diagrams in Section 6.0 of this Appendix, which are not necessarily all inclusive, depict trunk groups for message network, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of AT&T.

1.2 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 kbps clear channel where it is currently deployed at the time of request.

1.3

1.4

1.5 when traffic is not segregated according to a traffic type the Parties will provide an actual measurement of jurisdictional traffic.

2.0 Trunk Group Configurations:

2.1 Local Traffic and IntraLATA Interexchange (Toll) Traffic:

2.1.1 AT&T Originating (AT&T to SWBT):

IntraLATA toll traffic may be combined with local traffic on the same trunk group when AT&T routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group be provided to the local tandem and a separate intraLATA toll trunk group be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups established to each tandem. Such trunk groups may carry both local and intraLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when

such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

Trunking to a SWBT access tandem will provide AT&T access to the SWBT end offices and NXXs which subtend that tandem and to other service providers which are connected to SWBT. Trunking to a SWBT end office(s) will provide AT&T access only to the NXXs served by that individual end office(s) to which AT&T interconnects.

2.1.2 AT&T Terminating (SWBT to AT&T):

Where SWBT has a combined local and access tandem, SWBT will combine the local and the IntraLATA toll traffic over a single trunk group to AT&T. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to AT&T. As noted in Section 2.1.1, direct trunk group(s) between AT&T and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only supports MF signaling.

2.2 Access Toll Connecting Traffic:

Access Toll Connecting Traffic will be transported between the SWBT access tandem and AT&T over a "meet point" trunk group separate from local and intraLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between AT&T's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, AT&T may utilize a single "meet point" access toll connecting trunk group to one SWBT access tandem within the exchange. This trunk group will be set up as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.3 **IntraLATA 800/8YY**:

A separate one-way trunk group from AT&T to SWBT will be required for IntraLATA 800/8YY service when AT&T chooses to handle the 800 database queries from its switch location. Similarly, a separate one-way trunk group from SWBT to AT&T will be required for 800/8YY service when SWBT chooses to handle the 800 database queries from its switch location. The purpose of the separate trunk group is to provide either Party the capability to verify proper billing for intercompany settlement compensation. The trunk group will utilize SS7 protocol signaling.

When either Party chooses not to perform the database queries for IntraLATA 800/8YY traffic, the traffic will be routed over interLATA trunks to the other Party.

2.4 911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which AT&T offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize CAMA/ANI MF signaling.

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SWBT end office that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize CAMA/ANI MF signaling.

2.5 Mass Calling (Public Response Choke Network):

AT&T may use call-gapping and software designed networks to control Mass Calling. A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which AT&T provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized, according to industry standards and in the same manner that SWBT provides for its own end users, as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

At the time that AT&T establishes a Public Response Choke Network NXX and tandem, SWBT will establish reciprocal mass calling trunks to AT&T subject to the requirements set forth in this Section.

2.6 Operator Services

Inward Operator Assistance (Call Code 121) - AT&T may choose from two interconnection options for Inward Operator Assistance.

2.6.1 Option 1 - Interexchange Carrier (IXC)

AT&T may utilize the Interexchange Carrier Network. AT&T will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT will route its calls requiring inward operator assistance to AT&T's Designated Operator Switch (TTC) through the designated IXC POP.

AT&T will use the same OSPS platform to provide local and IXC operator services. Where appropriate, AT&T will utilize existing trunks to the SWBT TOPS platform that are currently used for existing IXC inward operator services.

2.6.2 Option 2 - AT&T Operator Switch

AT&T will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SWBT will route AT&T's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SWBT's Access Tandem to the AT&T switch. AT&T calls requiring inward operator assistance will be routed to SWBT's operator over an IXC network.

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the local and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4.0 Forecasting/Servicing Responsibilities

4.1 SWBT and AT&T will be jointly responsible for forecasting and servicing all two-way trunk groups between the two networks. SWBT will be responsible for forecasting and servicing the one-way trunk groups terminating to AT&T. AT&T will be responsible for forecasting and servicing the one-way trunk groups to SWBT including terminating, transit, operator services, directory assistance and E911 trunks. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

5.0 Servicing Objective/Data Exchange

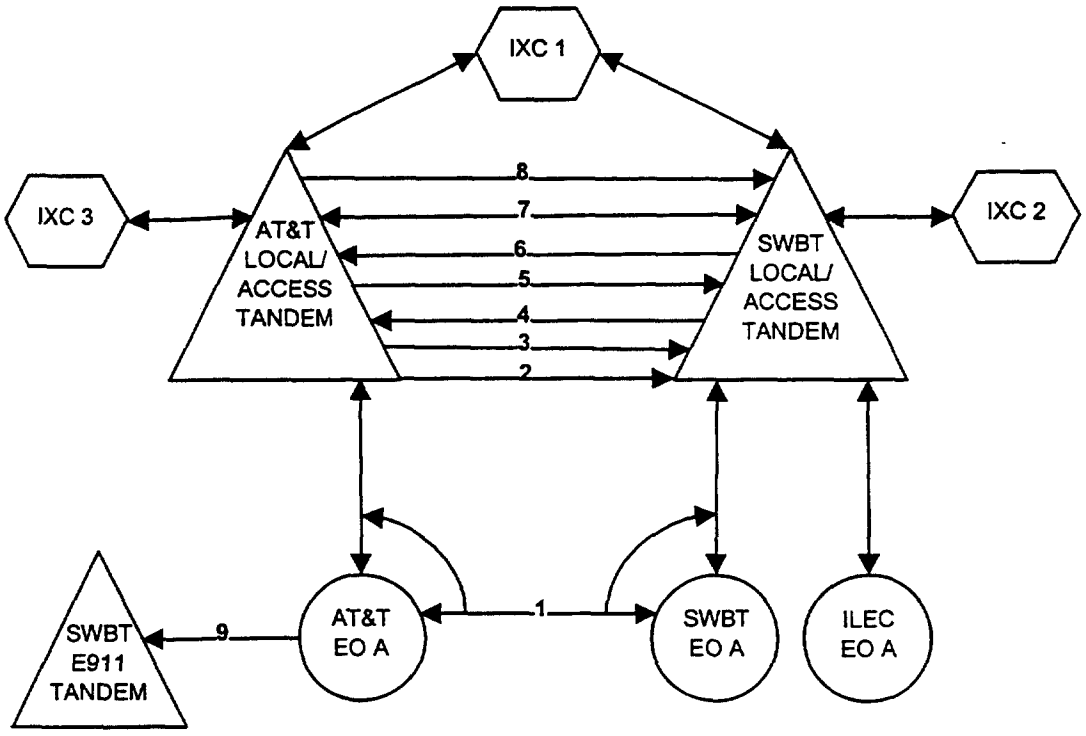
5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.

5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

6.0 Interconnection Trunking Diagrams

The attached four diagrams depict the interconnection trunking arrangements described above.

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM INTERCONNECTED WITH AT&T LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)



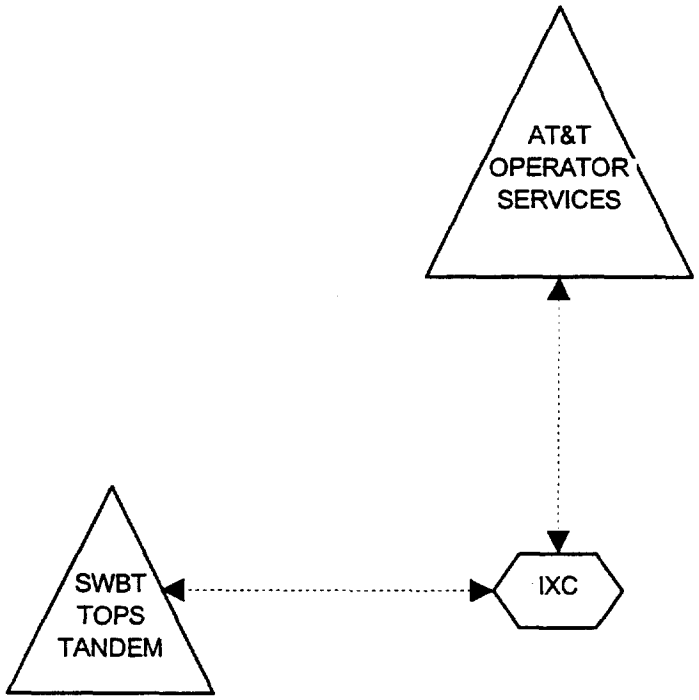
TRAFFIC USE/MODIFIER	DESCRIPTION
1. TEJ	LOCAL AND INTRALATA (SS7 SIGNALING)
2. TOCRJ	MASS CALLING (MF SIGNALING)
3. DD800J	INTRALATA 800 (MAXIMIZER 800)(SS7 SIGNALING)#
4. DD800J	INTRALATA 800 (SS7 SIGNALING)%
5. ITJ	LOCAL AND INTRALATA (SS7 SIGNALING)
6. ITJ	LOCAL AND INTRALATA (SS7 SIGNALING)
7. ITJ	INTERLATA ONLY (SS7 SIGNALING)
8. ITJ	INTERLATA ONLY (MF SIGNALING)@
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for AT&T.
% Required if AT&T does not perform the database query for SWBT.
@ Required at the Dallas 4ESS switch only for 10XXXX# cut through and Feature Group B over D.

OPTION 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR AT&T

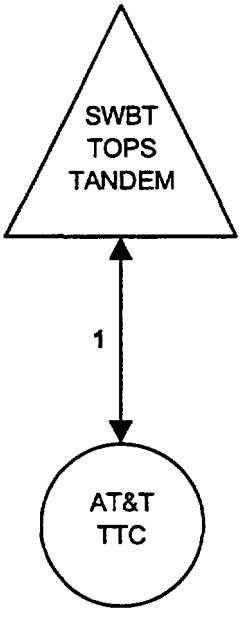
121 INWARD OPERATOR ASSISTANCE



Note: This option would use existing Interexchange Carrier Network.

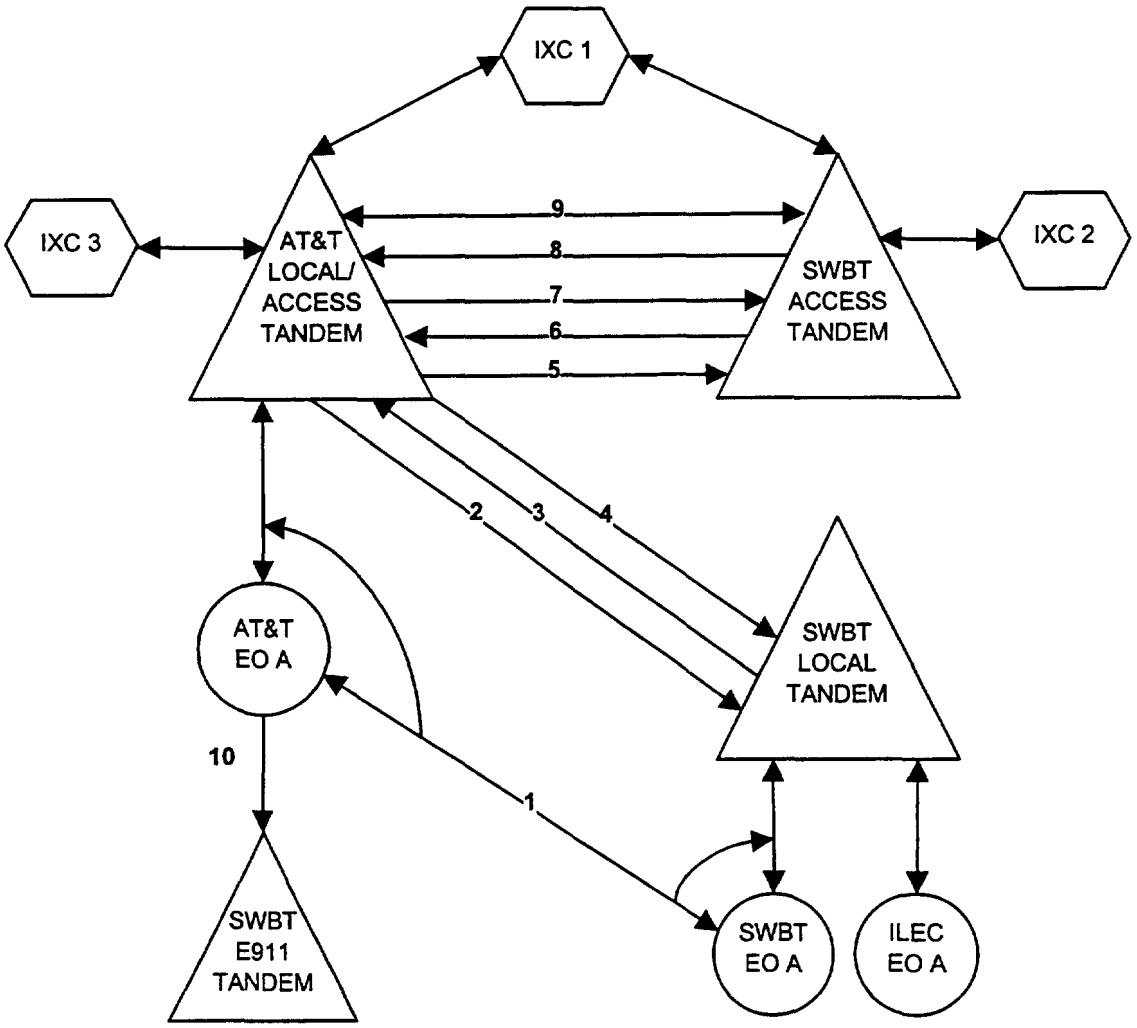
OPTION 2

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR AT&T AND AT&T'S SWITCH IS THE DESIGNATED OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE



TRAFFIC USE/MODIFIER	DESCRIPTION
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS INTERCONNECTED WITH AT&T LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)



TRAFFIC USE/MODIFIER	DESCRIPTION
1. TEJ	LOCAL AND INTRALATA (SS7 SIGNALING)
2. MTJ	LOCAL ONLY (SS7 SIGNALING)
3. MTJ	LOCAL ONLY (SS7 SIGNALING)
4. TOCRJ	MASS CALLING (MF SIGNALING)
5. DD800J	INTRALATA 800 (MAXMIZER 800)(SS7 SIGNALING)#
6. DD800J	INTRALATA 800 (SS7 SIGNALING)%
7. ITJ	INTRALATA ONLY (SS7 SIGNALING)
8. ITJ	INTRALATA ONLY (SS7 SIGNALING)
9. ITJ	INTERLATA ONLY (SS7 SIGNALING)
10. ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for AT&T.
% Required if AT&T does not perform the database query for SWBT.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: Mid-Span Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; and leasing of SWBT facilities.

1.0 Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and AT&T can occur at any mutually agreeable, economically and technically feasible point between AT&T's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

1.1. There are two basic mid-span interconnection designs:

1.1.1 Design One: AT&T's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the AT&T location and the last entrance manhole at the SWBT central office.

The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SWBT building, even though the AT&T fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, AT&T will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.

The Parties may agree to a location with access to an existing AT&T fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the AT&T building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an AT&T building. In this instance, SWBT will not incur fiber termination charges and AT&T will be responsible for connecting the cable to the AT&T facility.

If a suitable location with an existing fiber termination panel cannot be agreed upon, AT&T and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

1.1.2 Design Two: AT&T will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which AT&T wishes to interconnect. AT&T will

provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT Fiber Distribution Frame (FDF). In this case the POI shall be at the manhole location.

Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.2 The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

1.3 The AT&T location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.

1.4 The fiber connection point may occur at several locations:

1.4.1 a location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;

1.4.2 a location with access to an existing AT&T fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the AT&T building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an AT&T building;

1.4.3 a location with no existing SWBT fiber termination panel. In this situation, SWBT and AT&T will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;

1.4.4 a manhole outside of the SWBT central office. In this situation, AT&T will provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

1.5 The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from AT&T for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

1.6 In both designs, AT&T and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon