

SCHEDULE 4.5

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination. Interconnection at a BA-IP that is a Local Serving Wire Center provides access to all of the Interconnection Points identified below (except for paragraphs 8 through 11), via facilities appropriate for the traffic types and destinations identified below. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 4.2 and/or 4.3 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

- (a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

- (a) Cox, at the Cox-IP in which the Traffic is to terminate.
- (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

6. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

7. For LSV/VCI traffic, at the terminating Party's Local Serving Wire Center or operator services Tandem Office subtended by such Local Serving Wire Center.

8. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) (“SPOI”) in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For 800/888 database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating Cox Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database (“LIDB”) inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from the End Office Company

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	End Office Company
Local Switching	End Office Company
Interconnection Charge	End Office Company
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	Tandem Switching Provider
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Switching Provider
Entrance Facility	Entity Providing the Entrance Facility
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from the End Office Company (Pre-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	End Office Company
Local Switching	End Office Company
Transport	Based on negotiated billing percentage (BIP)

Intrastate Access - Terminating to or originating from the End Office Company (Post-LTR tariff)

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	End Office Company
Local Switching	End Office Company
Interconnection Charge	End Office Company
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	Tandem Switching Provider
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Switching Provider
Entrance Facility	Entity Providing the Entrance Facility
800 Database Query	Party that performs query

SCHEDULE 11.3

ACCESS TO NETWORK INTERFACE DEVICE

1. Due to the wide variety of NIDs utilized by the Parties, either Party may access the Customer's Inside Wire by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, the requesting Carrier ("Party A") may remove the Inside Wire from the other Party's ("Party B's) NID and connect that wire to Party A's NID;

(b) Enter the Customer access chamber or "side" of Party B's "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the Inside Wire through a suitable "punch-out" hole of such NID enclosures; or

(c) Request Party B to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to Party A (or the requesting building owner or the Customer, as the case may be).

2. In no case shall either Party remove or disconnect the other Party's loop facilities from other Party's NIDs, NIUs, enclosures, or protectors.

3. In no case shall either Party remove or disconnect ground wires from the other Party's NIDs, NIUs, enclosures, or protectors.

4. In no case shall either Party remove or disconnect NID or NIU modules, protectors, or terminals from the other Party's NID or NIU enclosures.

5. Maintenance and control of Inside Wire is the responsibility of the Customer and/or building owner. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

6. Due to the wide variety of NID and NIU enclosures and outside plant environments, BA will work with Cox to develop specific procedures to establish the most effective means of implementing this Schedule 11.3.

SCHEDULE 11.4

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features, technically feasible customized routing, and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA's local exchange customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

BA shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions or customized routing that the switch is technically capable of providing, but which Bell Atlantic does not currently provide. BA shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Any technically feasible customized routing that is implemented and associated with an unbundled local Switching Element shall be developed for and provided to Cox with the agreement of Cox to pay the appropriate non-recurring costs. Prior to the approval of BA's permanent rates for unbundled local Switching Elements and for customized routing for directory assistance and operator services traffic (currently pending in Case No. PUC970005), and while interim proxy rates remain in effect, the recurring unbundled local Switching Element rate shall include the recurring charges for any technically feasible customized routing available during the interim proxy pricing period. Permanent rates shall be determined by the Commission through Case No. PUC970005 or through the Bona Fide Request process for customized routing of traffic other than directory assistance and operator services traffic.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA Access Tandem for the purpose of routing a call or calls.

**BELL ATLANTIC-VIRGINIA, INC. AND COX TELECOMMUNICATIONS
OF VIRGINIA, INC.**

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per effective ² interstate [BA FCC #1 sec. 6.9.1.] access tariffs for Feature Group D service Illustrative: Interstate non-recurring: \$1, plus \$1 switched access connection charge per DS-1 trunk; DS-1 entrance facility \$210-\$212/mo.	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per effective interstate [BA FCC 1 sec. 19] access tariffs.	

¹ Pursuant to the Commission's Orders in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113, issued on November 8, 1996, rates as set forth herein, as applied to wholesale discount of retail Telecommunications Service are final or permanent (until otherwise changed by the Commission), and all other rates, including rates for unbundled Network Elements, call transport and/or termination of Local Traffic, shall be interim rates. These interim rates shall be replaced on a prospective basis by such permanent rates as may be approved by the Commission. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates. Exhibit AA may be updated from time to time by agreement of the Parties or by order of the Commission.

² The words "effective" and "existing" as used throughout Exhibit A shall have the same meaning as intended by the Commission in its Orders of November 8, 1996, and January 27, 1997 in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113 or as may be interpreted by the Commission from time to time.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.c.	Tandem transit arrangements (for Interconnection between Cox and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for IXC subtending trunks	\$0.0015/mou - tandem switching plus tandem transport as needed per existing interstate tariff [BA FCC 1 sec. 6.9.1.B]
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	
1.e.	Directory assistance Interconnection	Per effective interstate tariff BA FCC 1 sec. 9.6.B	Per effective interstate tariff BA FCC 1 sec. 9.6.B Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection
1.f.	Operator services (call completion) Interconnection	Per separate contract	
2.	Unbundled elements	Available as listed herein and pursuant to Section 11 of the Agreement	
3.	Poles, ducts, conduits, ROW	Per contract rates pursuant to 47 U.S.C. sec. 224	

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
4.a.	Local loop transmission Unbundled Local Loop Element and cross-connect to Basic Links	Installation for new customers, per loop (including service order)\$35 Installation for existing customers, per loop (including service order)\$26 Coordinated cutover without field dispatch \$11 Coordinated cutover with field dispatch \$25	Local Loops: 2-wire loops Monthly <u>Geographic Zone</u> ³ <u>Rate</u> Density Group 1 \$ 9.52 Density Group 2 \$13.31 Density Group 3 \$19.54 4-wire loop rates - two times the 2-wire rates Cross Connects: \$0.86/DS-O All others at BA's effective interstate expanded interconnection tariff.
4.b.	Special construction charges	As applicable per BA-VA SCC 2-3 sec. 2	
5.a.	Trunk Side local transport DS-1 trunks	Per existing interstate [BA FCC 1 sec. 6.9.1.C] tariffs Illustrative recurring: \$60/mo fixed, \$17.70/mile/mo	
5.b.	DS-3 trunks	Tariff reference see 5.a. above. Illustrative recurring: \$900/mo fixed, \$180/mile/mo	
6.	Local switching Unbundled Switching Element POTS switch Port	\$6/service order per line to establish or modify service \$6/service order plus \$6/Port	\$0.003/mou of local switch usage \$1.55/mo

³ Geographic density zones as proposed by BA in Exhibit CAE-54 in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113.

	BA Service	Non-recurring	Recurring
7.a.	Operator services 911 service (data entry; database maintenance)	No charge	
7.b.	Directory assistance	Per tariff or separate contract; branding available	Per tariff or separate contract Directory transport per section 1.e. above
7.c.	Operator call completion	Per separate contract; branding available	
8.a.	White pages and Yellow Pages (business only) directory listings	\$5.00 per primary listing per number	No charge
8.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to CLEC per separate arrangement	
8.c.	Additional listings, changes to listings, non-listed, non- published, and other extra services	Per tariff [BA-VA SCC 203 sec. 4] less wholesale discount to the extent required Illustrative: Additional listing: \$7.34 residence; \$13.86 business Change to listing: \$7.34 residence; \$13.86 business Non-list: \$7.34 residence; \$13.86 business Non-published: \$7.34 residence; \$13.86 business	Per tariff [BA-VA SCC 203 sec. 4] less wholesale discount to the extent required Illustrative: \$0.91/mo residence, \$1.16/mo business \$0.86/mo residence or business \$1.39/mo residence or business

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No charge	
10.a	SS7 Interconnection	Per effective interstate [BA FCC 1 sec. 6.9.1.G] tariff	Per effective interstate [BA FCC 1 sec. 6.9.1.L] tariff Illustrative: STP ports, \$900/mo.; STP access, \$3.50/mile/mo. To \$5.72/mile/mo.
10.b	LIDB Interconnection	Per effective interstate tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Originating point code, \$125	Per effective interstate tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Query validation \$0.04/query Query transport \$0.0002/query
10.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per effective interstate [BA FCC 1 sec. 6.9.2.A.1] tariffs Illustrative: basic query, \$0.00292/query; vertical feature package, \$0.000313/query

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
11.a	Interim Number Portability through co-carrier call forwarding	"Track and True-up" - LECs track their quantity of ported numbers and, once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with appropriate Commission determined interest charges.	
11.b	Access pass-through to number portability purchaser		In accordance with Section 14.5 of the Agreement.
12.	Local Dialing Parity	No charge	
13.a	Reciprocal call termination Local Traffic delivered to End Office		\$0.003/mou End Office Termination
13.b	Local Traffic delivered at Tandem Office or at Serving Wire Center		\$0.005/mou
13.c	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
14.a	Wholesale rates for resale of telecommunications services provided to end users ⁴	<u>Percentage discount from retail tariff⁵</u>	
14.b	IntraLATA toll, including discount plans	Discount per sections 14.c. and 14.d. below applied to composite weighted average toll rate per minute	
14.c	Resale of retail Telecommunications Services if Cox provides its own Operator Services	As may be ordered by the Commission from time to time, currently: 21.3% discount	
14.d	Resale of retail Telecommunications Services if Cox uses BA Operator Services	As may be ordered by the Commission from time to time, currently: 18.5% discount	

⁴ Excludes telecommunications services designated primarily for wholesale, such as switched and special access, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone services, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

⁵ Pending establishment of mechanized billing procedures adapted to resale, the Parties will agree upon a composite "bottom-of-the-bill" discount that reflects the discounts and exclusions identified herein, and such other adjustments as the Parties agree.

B. Cox Services, Facilities, and Arrangements:

	<u>Cox Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	Interim Number Portability through co-carrier call forwarding	“Track and True-up” - LECs track their quantity of ported numbers and, once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with appropriate Commission determined interest charges.	
1.b	Access pass-through to number portability purchaser		In accordance with Section 14.5 of the Agreement.
2.	Local Dialing Parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to End Office		\$0.003/mou End Office Termination
3.b	Local Traffic delivered at Tandem Office or at Serving Wire Center		\$0.005/mou
3.c	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
4.	All other Cox services available to BA	Available at Cox’s tariffed or otherwise generally available rates or as agreed to by the Parties.	

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

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

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity and within the time frame requested or to pay the requested Party the costs of processing the Requests.

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

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act. If BA determines that the BFR request is not technically feasible or does not qualify under the Act, it shall notify Cox no later than ten (10) days after making such determination.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the requested Network Element upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the requested Network Element must be priced in accordance with Section 252(d)(1) of the Act.

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

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

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

Memorandum of Understanding
between

Bell Atlantic - Virginia, Inc.
and
Cox Fibernet Commercial Services, Inc.
for the
Mid-Span Meet
located between -

Village Ave.
and
Bute St.

Table of Contents

1. Purpose.....Page 3

2. Site Selection.....Page 3

3. Physical Interface.....Page 3

4. Transmission CharacteristicsPage 3

5. DCC.....Page 3

6. Firmware/Software Upgrades.....Page 4

7. CLLI®.....Page 4

8. Connecting Facility Assignment.....Page 4

9. Inventory and Provisioning.....Page 4

10. Provisioning and Maintenance, Acceptance, Surveillance,
and Restoration.....Page 4

11. Compensation.....Page 5

Attachment A.....Network Configuration

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to memorialize the proposed Mid-Span Meet arrangement between Bell Atlantic - Virginia, Inc. (Bell Atlantic) and Cox Fibernet Commercial Services, Inc. (Cox). The terms and conditions set forth in this (MOU) have been agreed upon by both parties pursuant to Section 4.3 of the Interconnection Agreement between the parties dated February 12, 1997 (the "Interconnection Agreement") and shall stay in force until the earlier of (i) the expiration or termination of the Interconnection Agreement or (ii) the parties agree to modify or dissolve the Mid-Span Meet arrangement.

2. Site Selection

Bell Atlantic and Cox have examined the Mid-Span Meet sites and agree that the sites for the Mid-Span Meet will be at 125 St Paul Norfolk, Va in the common telephone room and outside the Cox Village Ave location on pole # 4651-8 Norfolk, Va.

These sites provide a suitable environment for both parties to terminate their fiber optic cable and locate the connector panel for termination of their fiber optic cables. See Attachment A for the network configuration.

3. Physical Interface

The physical interface shall be considered the fiber patch panel in the enclosure box located at the two locations noted in Section 2 above. The connector panels are approved and appropriate for the application and the size cable to be connected. The connector panel locations provide 24 hour access to both Bell Atlantic and Cox. The connector panels are individually locked. The interconnecting carrier may splice its fiber to the fiber stub provided at the patch enclosure.

Any additional cost for the connector panel and installation will be paid by the Parties as set forth in Section 11.

Bell Atlantic is to have access to the Bell Atlantic side of the Mid-Span Meet and Cox will have access to the Cox side of the Mid-Span Meet. Monitoring and maintenance capability shall be provided 24 hours a day by both parties for their respective side of the Mid-Span Meet.

4. Transmission Characteristics

The transmission interface shall be SONET (Synchronous Optical Network) to ensure compatibility of signal format among different vendors of lightwave transmission equipment. The agreed upon interconnecting electronics requirements are as follows:

1. The equipment complies with SONET transmission requirements as specified in Bellcore document GR-000253.
2. The optical transmitters and receivers must provide adequate power for the end-to-end length of the fiber cable to be traversed. Optical loss budgets and attenuation requirements are as follows:
3. The optical transmission rate will be Unidirectional OC-12.
4. Both Bell Atlantic and Cox shall provide 2 fibers of single-mode fiber cable each for the working and protect service between the Point of Interface and the hand off points respectively.
5. The design of the Mid-Span Meet shall meet optical parameters of GR-253-CORE, Tables 4-3 through 4-11.

5. Data Communications Channel (DCC)

The DCC shall be disabled between the Bell Atlantic and Cox locations.

6. Firmware/Software Upgrades

The firmware release of the Fujitsu FLM 600 Add Drop Multiplexers at the Village Ave. and Bute St. locations is subject to mutual agreement and must be the same vendor and release at each location upon initial installation. The current firmware release is 11.R. Additionally, when Fujitsu upgrades either firmware or software each company will upgrade their respective FLM associated with this Mid-Span Meet within a reasonable, mutually agreed upon time frame.

7. CLLI®

The Mid-Span Meet arrangement shall be assigned CLLI® codes consistent with Bellcore Common Language standards as outlined in TR 795-100-100. Consistent CLLI® codes must be assigned at the fiber patch panel in the manholes. Bell Atlantic will name the Bell Atlantic site and Cox will name the Cox site.

8. Connecting Facility Assignment

Bell Atlantic shall have CFA control at the facility and circuit level for the Mid-Span Meet arrangement.

9. Inventory and Provisioning

Inventory of the Mid-Span Meet facility shall be established in Bell Atlantic and Cox OSSs before the order flow begins.

10. Provisioning and Maintenance, Acceptance, Surveillance, and Restoration

The Bell Atlantic Network Operations Center-Transport Operations (NOC-TO) has operations control responsibility for the provisioning and maintenance of SONET Mid-Span Meet (MSM) ring transport facilities in a geographic area. The NOC-TO that serves the Norfolk, Virginia area is currently located in Richmond, Virginia. The NOC-TO will interface with the Bell Atlantic and Cox Fibernet work forces responsible for remote Add Drop Multiplexer (ADM) installation, central offices, provisioning and maintenance and outside plant construction during the provisioning and maintenance of the MSM.

Bell Atlantic will provide a SPOC (Single Point of Contact) to Cox Fibernet to coordinate provisioning and maintenance issues related to the MSM arrangement. The local NOC-TO in Richmond, Va will be the primary Bell Atlantic organization coordinating provisioning issues for this MSM. Bell Atlantic will also provide a project management function to oversee the expeditious installation of the MSM ring.

The NOC-TO provisioning group controls the installation operation activities for which it has coordination or geographic responsibility. These activities include, but are not limited to, the following:

- Track critical dates.
- Verify that orders and design documents have been received by the appropriate work groups.
- Verify that equipment and facilities are available to complete work orders.
- Coordinate cutovers with appropriate Bell Atlantic and Cox personnel.
- Coordinate and participate in NMA (Network Monitoring and Analysis) and SONET ring transmission tests with appropriate Bell Atlantic personnel, if applicable.

The NOC-TO maintenance group is responsible for maintaining SONET rings that have been turned up for service. Responsibilities include, but are not limited to, the following:

- Perform network surveillance up to the network gateway element at Bute Street, in Norfolk, Va. using NMA
- The local NOC provides primary MCO (Maintenance Control Office) responsibility

- In addition, Bell Atlantic provides a SPOC in the Bridgewater RCMCT (Regional Carrier Maintenance Case Team)
- Isolate SONET ring troubles and coordinate repairs with appropriate Bell Atlantic and Cox personnel.
- Restore service in response to customer reports, NMA initiated tickets, and work requests from other Bell Atlantic forces, on the Bell Atlantic side of the MSM.
- Completely document work activity in the appropriate Bell Atlantic OSSs (Operations Support Systems).

All SONET network elements up to the gateway network element at Bute Street (FLM 600) must be connected back to Bell Atlantic's operations support systems. For example, NMA is used to monitor the SONET network. SONET networks that are established as rings should use the gateway network element to communicate between that network and the operations support systems.

Bell Atlantic will be responsible for the provisioning and maintenance of the MSM SONET ring transport facilities from the Bell Atlantic side of the fiber patch panel at the MSM points of interconnection, located at 125 St. Paul Blvd., Norfolk, Virginia, and pole number 4651-8 outside the Cox location at Village Avenue, Norfolk, Virginia, into the Bell Atlantic network. Cox will be responsible for the provisioning and maintenance from the Cox side of the fiber patch panel at the MSM points of interconnection, located at 125 St. Paul Blvd., Norfolk, Virginia, and pole number 4651-8 outside the Cox location at Village Avenue, Norfolk, Virginia, into the Cox network.

Bell Atlantic and Cox will provide alarm surveillance for their respective facilities. Bell Atlantic and Cox will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. To ensure customer satisfaction and the timely provisioning and maintenance of the SONET ring, the NOC-TO requires from Cox a timely response to action requests or status inquiries.

In a two-node MSM ring Bell Atlantic and Cox will be responsible for ongoing maintenance in their respective networks up to the MSM points after turn-up.

11. Compensation

The Bell Atlantic/Cox Mid-Span Meet arrangement shall be limited to delivery of terminating local and intraLATA toll traffic only or other traffic types as the parties may agree.

Based on the individual circumstances of this Mid-Span Meet arrangement, including the location of existing facilities, there will be no charges assessed by either Party to the other Party to **construct and maintain** the underlying facilities required to effect the facilities trunks traversing the Mid-Span Meet.

Bell Atlantic and Cox will initially provision the Mid-Span Meet with an OC12, dividing the OC12 with six DS3s to Bell Atlantic and six DS3s to Cox. Augments to the Mid-Span Meet will be in OC12 or greater increments.

The following charges will apply, per DS3:

Monthly recurring charges:

Local interconnection termination charge:	Applicable reciprocal compensation charges
5	NOTICE

Not for use or disclosure outside Bell Atlantic and Cox
without written approval of the parties

DS3 Mid-Span Meet Termination Charge: \$144.38
* DS3 to DS1 Muxing: \$425.00

Non-recurring charges:

* DS3 Mid-Span Meet Termination Charge: \$1.00

When either party requires a DS3 beyond the initial six, the following charges will apply:

Monthly recurring charges:

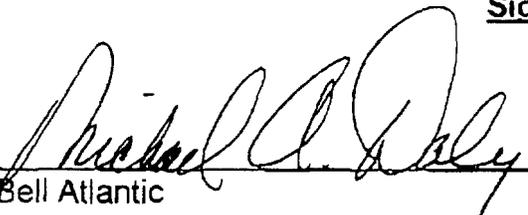
Local interconnection termination charge:	Applicable reciprocal compensation charges
DS3 Mid-Span Meet Termination Charge:	\$144.38
* Fixed Mileage	\$750.00
* Per Mile (x 4 miles)	\$320.00

Non-recurring charges:

* DS3 Mid-Span Meet Termination Charge: \$1.00

* Charges marked with an * will be based on rates in Bell Atlantic FCC No. 1, in effect at the time of the relevant activity; above changes reflect rate in effect as of the date of the Memorandum of Understanding.

Signatures

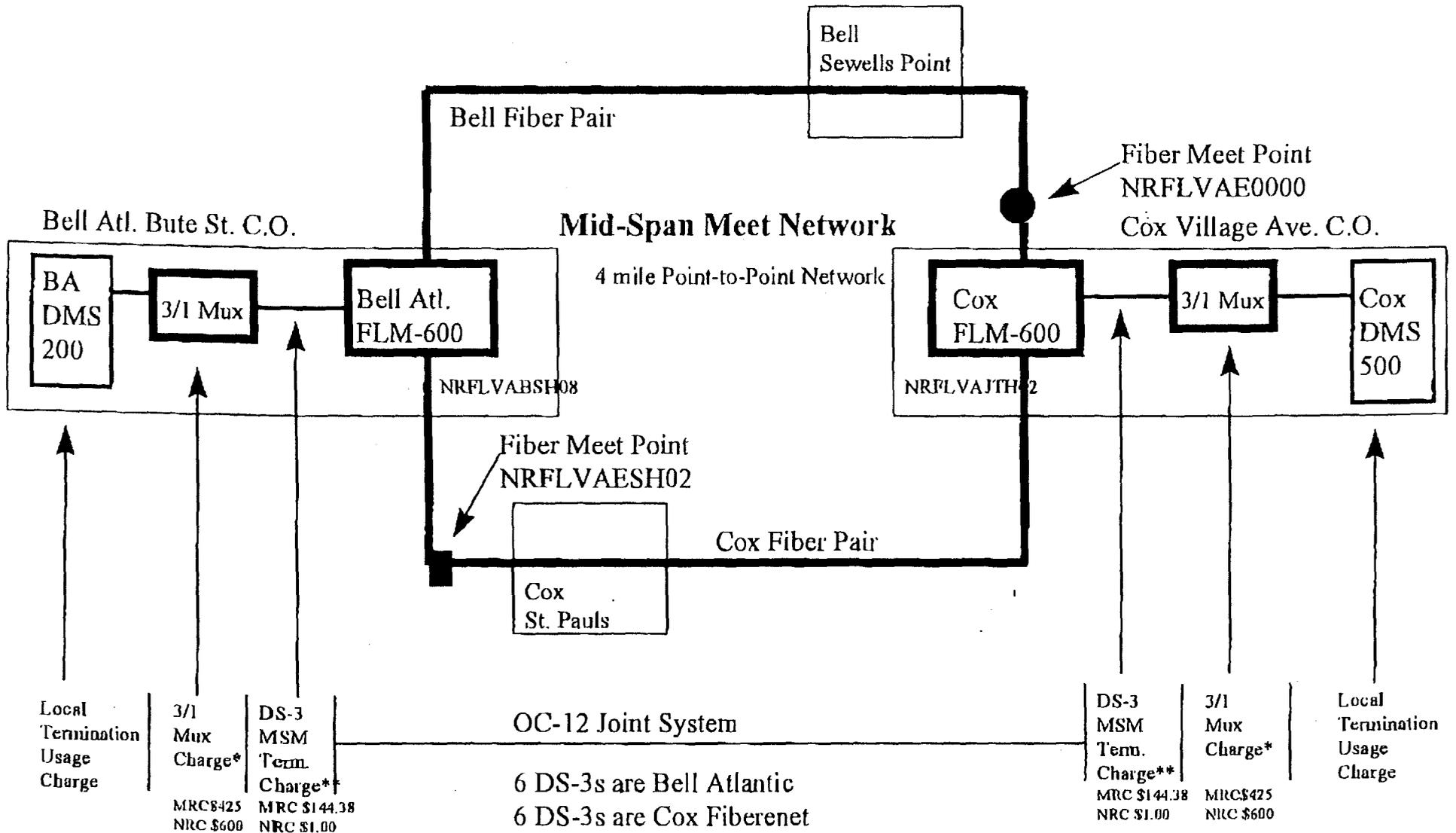

Bell Atlantic
Director Interconnection Services

9/23/97
Date


Cox Fibernet
General Manager

9/8/97
Date

Bell Atlantic/Cox Mid-Span Meet Network



* BA 5 yr. Entrance Fac. Mux Charge
 **DS-3 Mid Span Meet Termination Charge
 *** BA FCC 5 yr. Special Access DS-3 Rates

\$ 144.38 MSM Termination**
 \$ 750.00 Fixed Mileage***
 \$ 320.00 ALM x 4 miles@\$80***
 \$1214.38 Total MRC
 NRC \$1.00**

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