

# **EXHIBIT D**

## **BST SEEM Remedy Procedure**

**TIER-1 CALCULATION FOR RETAIL ANALOGUES:**

1. Calculate the overall test statistic for each CLEC;  $z_{CLEC1}^T$  (See Exhibit C)
2. Calculate the balancing critical value( $C_{B_{CLEC1}}$ ) that is associated with the alternative hypothesis (for fixed parameters  $\square\square\square\square$  or  $\square$ ). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. That is, if  $C_{B_{CLEC1}} < z_{CLEC1}^T$ , stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.;  $z_{CLEC1}^T - C_{B_{CLEC1}}$
5. Calculate the Volume Proportion using a linear distribution with slope of  $\frac{1}{4}$ . This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4;  $ABS((z_{CLEC1}^T - C_{B_{CLEC1}}) / 4)$ . All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total Impacted CLEC<sub>1</sub> Volume ( $I_c$ ) in the negatively affected cell; where the cell value is negative. (See Exhibit D)
7. Calculate the payment to CLEC-1 by multiplying the result of step 6 by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule \*

**Example: CLEC-1 Missed Installation Appointments (MIA) for Resale POTS**

	$n_I$	$n_C$	$I_c$	$MIA_I$	$MIA_C$	$z_{CLEC1}^T$	$C_B$	Parity Gap	Volume Proportion	Affected Volume
State	50000	600	96	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell						<u><math>z_{CLEC1}</math></u>				
1		150	17	0.091	0.113	-1.994				8
2		75	8	0.176	0.107	0.734				
3		10	4	0.128	0.400	-2.619				2
4		50	17	0.158	0.340	-2.878				8
5		15	2	0.245	0.133	1.345				
6		200	26	0.156	0.130	0.021				
7		30	7	0.166	0.233	-0.600				3
8		20	3	0.106	0.150	-0.065				2
9		40	9	0.193	0.225	-0.918				4
10		10	3	0.160	0.300	-0.660				2

where  $n_I$  = ILEC observations and  $n_C$  = CLEC-1 observations

Payout for CLEC-1 is (29 units) \* (\$100/unit) = \$2,900

**Example: CLEC-1 Order Completion Interval (OCI) for Resale POTS**

	$n_I$	$n_C$	$I_c$	$OCI_I$	$OCI_C$	$Z_{CLEC1}^T$	$C_B$	Parity Gap	Volume Proportio n	Affected Volume
State	50000	600	600	5days	7days	-1.92	-0.21	1.71	0.4275	
Cell						<u><math>Z_{CLEC1}</math></u>				
1		150	150	5	7	-1.994				64
2		75	75	5	4	0.734				
3		10	10	2	3.8	-2.619				4
4		50	50	5	7	-2.878				21
5		15	15	4	2.6	1.345				
6		200	200	3.8	2.7	0.021				
7		30	30	6	7.2	-0.600				13
8		20	20	5.5	6	-0.065				9
9		40	40	8	10	-0.918				17
10		10	10	6	7.3	-0.660				4
										<u>133</u>

where  $n_I$  = ILEC observations and  $n_C$  = CLEC-1 observations

Payout for CLEC-1 is (133 units) \* (\$100/unit) = \$13,300

**TIER-2 CALCULATION for RETAIL ANALOGUES:**

1. Tier-2 is triggered by three consecutive monthly failures of any SEEM sub-metric in the same quarter.
2. Therefore, calculate monthly statistical results and affected volumes as outlined in steps 2. through 6. for the CLEC Aggregate performance.
3. Calculate the payment to State Designated Agency by sum totaling each months affected volume and multiplying the result by the appropriate dollar amount from the Tier-2 fee schedule.

So, State Designated Agency payment

$$= \sum (\text{Affected Volume}_{\text{CLECA for each month in quarter}}) * \$\$ \text{ from Fee Schedule} *$$

**Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS**

State Month	$N_I$	$n_c$	$I_c$	$MIA_I$	$MIA_C$	$z^T_{\text{CLECA}}$	$C_B$	Parity Gap	Volume Proportion	Affected Volume
1	180000	2100	336	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell						$z_{\text{CLECA}}$				
1		500	56	0.091	0.112	-1.994				24
2		300	30	0.176	0.100	0.734				
3		80	27	0.128	0.338	-2.619				12
4		205	60	0.158	0.293	-2.878				26
5		45	4	0.245	0.089	1.345				
6		605	79	0.156	0.131	0.021				
7		80	19	0.166	0.238	-0.600				9
8		40	6	0.106	0.150	-0.065				3
9		165	36	0.193	0.218	-0.918				16
10		80	19	0.160	0.238	-0.660				9
										99

where  $n_I$  = ILEC observations and  $n_c$  = CLEC-A observations

$$\text{Payout for CLEC-A is } (99 \text{ units}) * (\$300/\text{unit}) = \underline{\$29,700}$$

If the above example represented performance for each of months 1 through 3 in a calendar quarter, then

**Example: CLEC-A Missed Installation Appointments for 1Q00**

State	Miss	Remedy Dollars
Month 1	x	\$29,700
Month 2	x	\$29,700
Month 3	x	\$29,700
<b>1Q00</b>		<b>\$89,100</b>

**TIER-1 CALCULATION FOR BENCHMARKS:**

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below. The only exception will be for Collocation Percent Missed Due Dates.

**Table I Small Sample Size Table (95% Confidence)**

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%	16	75.00%	87.50%
6	66.67%	83.33%	17	76.47%	82.35%
7	71.43%	85.71%	18	77.78%	83.33%
8	75.00%	75.00%	19	78.95%	84.21%
9	66.67%	77.78%	20	80.00%	85.00%
10	70.00%	80.00%	21	76.19%	85.71%
11	72.73%	81.82%	22	77.27%	86.36%
12	75.00%	83.33%	23	78.26%	86.96%
13	76.92%	84.62%	24	79.17%	87.50%
14	78.57%	85.71%	25	80.00%	88.00%
15	73.33%	86.67%	26	80.77%	88.46%
			27	81.48%	88.89%
			28	78.57%	89.29%
			29	79.31%	86.21%
			30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 4.
4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4 by the Total Impacted CLEC<sub>1</sub> Volume.
6. Calculate the payment to CLEC-1 by multiplying the result of step 5 by the appropriate dollar amount from the fee schedule.

$$\text{So, CLEC-1 payment} = \text{Affected Volume}_{\text{CLEC1}} * \$\$ \text{ from Fee Schedule}^*$$

**Example: CLEC-1 Percent Missed Due Dates for Collocations**

State	n <sub>c</sub>	Benchmark	MIA <sub>c</sub>	Volume Proportion	Affected Volume
State	600	10%	13%	.03	18
Payout for CLEC-1 is (18 units) * (\$5000/unit) = <u>\$90,000</u>					

**TIER-1 CALCULATION FOR BENCHMARKS (in the form of a target):**

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between benchmark and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC<sub>1</sub> Volume.
7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

**Example: CLEC-1 Reject Timeliness**

	n <sub>C</sub>	Benchmark	Reject Timeliness <sub>C</sub>	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.02	12
Payout for CLEC-1 is (12 units) * (\$100/unit) = <u>\$1,200</u>					

**TIER-2 CALCULATIONS for BENCHMARKS:**

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

\* For the applicable commission ordered market penetration adjustment, the fee schedule will be trebled if the CLEC aggregated average transaction volume is greater than 5, but less than 100 for a three month period.

# **EXHIBIT D**

## **Remedy Procedures**

**Service Performance Measurements**  
**And Enforcement Mechanisms**  
**Administrative Plan**

**1. Scope**

- 1.1 This Administrative Plan ("Plan") includes Service Quality Measurements ("SQM") with corresponding Self Effectuating Enforcement Mechanisms ("SEEM") to be implemented by BellSouth pursuant to the Order issued by the Louisiana Public Service Commission (the "Commission") on May 14, 2001, in Docket U-22252, Subdocket C.
- 1.2 All exhibits referred to in this plan are located on the BellSouth Performance Measurement Reports website at: <https://pmap.bellsouth.com>

**2. Reporting**

- 2.1 In providing services pursuant to the Interconnection Agreements between BellSouth and each CLEC, BellSouth will report its performance to each CLEC in accordance with BellSouth's SQMs and applicable SEEM.
- 2.2 BellSouth will make performance reports available to each CLEC on a monthly basis. The reports will contain information collected in each performance category and will be available to each CLEC via the Performance Measurements Reports website. BellSouth will also provide electronic access to raw data underlying the SQMs.
- 2.3 SQM reports will be posted on the Performance Measurements Reports website by midnight on the 20th day of each month or the first business day after the 20th for the previous month's performance. Validated SQM reports will be posted by midnight on the last day of the month or the first business day after the last day of the month.
- 2.4 Preliminary SEEM reports will be posted on the Performance Measurements Reports website by 8:00 A.M. EST on the last day of each month or the first business day after the last day of the month for the previous month's performance. Final validated SEEM reports will be posted on the 15<sup>th</sup> of the month, following the final validated SQM report or the first business day after the 15<sup>th</sup> of the month.
- 2.5 BellSouth shall pay penalties to the Commission, in the aggregate, for late or incomplete reports on the following manner:
- 2.5.1 Late performance reports. If performance reports are not available to the CLECs by the due date, BellSouth will be liable for payments of \$1,250 for each day past the due date of the reports posting on the web.

- 2.5.2 Incomplete reports. If performance reports are incomplete, BellSouth will be liable for payments of \$250 for each day past the due date of the original reports posting on the web.
- 2.5.3 Revised reports. If previous performance reports are revised, BellSouth will be liable for payments of \$250 for each day past the due date of the original reports posting on the web. Implementation of this provision shall coincide with the completion of the OSS and performance report testing being done in Georgia and Florida and the performance reporting and metric auditing being conducted in Louisiana.

### 3. Review of Measurements

- 3.1 Six months following implementation of the Commission's May 14, 2001 General Order, the Commission will review the performance metrics, the delta, psi and epsilon values and remedy plan. All modifications to the SQMs and the SEEMS must be approved by the Commission. Each CLEC may provide input regarding any suggested additions, deletions or other modifications to the SQMs or the SEEMS. BellSouth will provide notice of all changes to the SQMs and the SEEMS via the Performance Measurement Reports website.

### 4. Enforcement Mechanisms

#### 4.1 Definitions

- 4.1.1 Enforcement Measurement Elements means the performance measurements identified as SEEM measurements within the SQM.
- 4.1.2 Enforcement Measurement Benchmark means a competitive level of performance established by the Commission used to evaluate the performance of BellSouth and each CLEC where no analogous retail process, product or service is feasible.
- 4.1.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer.
- 4.1.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determined using statistically valid equations. The Test Statistic and Balancing Critical Value are set forth in Exhibit C, incorporated herein by this reference.
- 4.1.5 Cell is a grouping of transactions at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to

CLEC resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative Test Statistic. See Exhibit C, incorporated herein by this reference.

- 4.1.6 Affected Volume means that proportion of the total impacted CLEC volume or CLEC Aggregate volume for which remedies will be paid.
- 4.1.7 Delta is a measure of the meaningful difference between BellSouth performance and CLEC performance. For individual CLECs the Delta value shall be 1.0 and for the CLEC aggregate the Delta value shall be .50.
- 4.1.8 Psi is a measure of the meaningful difference between BellSouth performance and CLEC performance within proportion, or percent metrics. For individual CLECs, the Psi value shall be 3 and for the CLEC aggregate, the Psi value shall be 2.
- 4.1.9 Epsilon is a measure of the meaningful difference between BellSouth performance and CLEC performance within the rate metrics. For individual CLECs, the Epsilon value shall be 2.5 and for the CLEC aggregate, the Epsilon value shall be 2.5.
- 4.1.10 Parity Gap refers to the incremental departure from a compliant-level of service. This is also referred to as "diff" in the Statistical paper located at Exhibit C, incorporated herein by this reference.
- 4.1.11 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to each CLEC when BellSouth delivers non-compliant performance of any one of the Tier-1 Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.1.12 Tier-2 Enforcement Mechanisms means Assessments paid directly to the Louisiana Public Service Commission or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Tier-2 Enforcement Measurement Element.
- 4.1.13 Tier-3 Enforcement Mechanisms means the procedure set forth in the Commission's May 14, 2001 Order relating to suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit B, incorporated herein by this reference until BellSouth performance improves.

## 4.2 Application

- 4.2.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to each CLEC.
- 4.2.2 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance and the payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be used as evidence that BellSouth has not complied with or has violated any state or federal law or regulation. The payment of any Tier-1 Enforcement Mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance.
- 4.2.3 It is not the intent that BellSouth shall be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. BellSouth shall be permitted to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

## 4.3 Methodology

- 4.3.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for each CLEC for the State of Louisiana for a given Enforcement Measurement Element in a given month. Enforcement Measurement Compliance is based upon a Test Statistic and Balancing Critical Value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is set forth in Exhibit D, incorporated herein by this reference.
- 4.3.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.
- 4.3.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown on the Performance Measurement Reports in Table-1 of Exhibit A, incorporated herein by this reference. Failures beyond Month 6 will be subject to Month 6 fees.
- 4.3.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months based

upon the method of calculation set forth in Exhibit D, incorporated herein by this reference.

4.3.2.1 Tier-2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.3.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is shown in Table-2 of Exhibit A, incorporated herein by this reference.

4.3.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in Exhibit B, incorporated herein by this reference.

4.3.4 BellSouth shall make additional payments to the Commission or its designee for advanced and nascent services for when there are more than 5 and less than 100 observations for three consecutive months. The method of calculation for these advanced and nascent services is described in Exhibit B, incorporated herein by reference.

4.3.4.1 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the submetric, i.e., product disaggregation, then no additional voluntary payments will be made to the Commission.

4.3.4.2 If, however, during this same timeframe, there is an average of more than 5 but less than 100 observations for a submetric on a statewide basis, BellSouth shall calculate additional payments to the Commission by trebling the normal Tier-2 remedy and applying the method of calculating affected volumes ordered by the Commission.

#### 4.4 Payment of Tier-1 and Tier-2 Amounts

4.4.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to a CLEC or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission or its designee, BellSouth shall make payment in the required amount as set forth in Section 2.4 above.

4.4.2 For each day after the due date that BellSouth fails to pay a CLEC the required amount, BellSouth will pay the CLEC accrued interest for

everyday the payment is late at the maximum interest rate permitted by law.

4.4.3 If a CLEC disputes the amount paid for Tier-1 Enforcement Mechanisms, the CLEC shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide the CLEC written findings within thirty (30) days after receipt of the claim. If BellSouth determines the CLEC is owed additional amounts, BellSouth shall pay the CLEC such additional amounts within thirty (30) days after its findings along with interest at the maximum rate permitted by law.

4.4.4 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

#### 4.5 Procedural Cap

4.5.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively and procedurally capped for the State of Louisiana at \$59.0 million and shall be applied on a rolling twelve month basis.

4.5.2 If projected payments exceed this cap, a proportional payment will be made to the respective parties.

4.5.3 Within 30 days of exceeding the cap, BellSouth must file a petition with the Commission for an expedited hearing showing why it should not be required to pay remedies in excess of the cap.

4.5.4 The Commission shall decide whether and to what extent the amount in excess of the procedural cap should be paid out.

4.5.5 BellSouth shall have the burden to demonstrate why it should not pay out remedies in excess of the procedural cap.

#### 4.6 Audits

4.6.1 All auditing provisions of the Interconnection Agreement between BellSouth and each CLEC shall remain in full force and effect.

4.6.2 If a CLEC detects potential discrepancies between the CLEC's internally generated data and the data relied upon by BellSouth in the reporting process, for good cause shown, the affected CLEC should be permitted to audit the data collection, computation and reporting process of BellSouth

within fifteen days of a written request, that those costs will be borne by the CLEC.

- 4.6.3 An annual comprehensive audit of BellSouth's performance measurements for both BellSouth and CLECs will occur for each of the next five years, the audit will be conducted by an independent third party, the results of the audit will be made available to all parties, the cost of the audit will be borne by BellSouth, the selection of the independent third party auditor will be done by the Commission and BellSouth, that the scope of the audit will be determined by the Commission and BellSouth within put by the CLECs, and the audit be done on all CLEC data. The results of all audits shall be filed with the Commission.

#### 4.8 Dispute Resolution

- 4.8.1 Notwithstanding any other provision of the Interconnection Agreement between BellSouth and each CLEC, any dispute regarding BellSouth's performance or obligations pursuant to this Plan shall be resolved by the Commission.

#### 4.9 Limitations of Liability

- 4.9.1 BellSouth will not be responsible for CLEC acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide CLECs with reasonable notice of such acts or omissions and provide CLECs any such supporting documentation.
- 4.9.2 BellSouth shall not be obligated for Tier-1, Tier-2, or Tier-3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by CLEC that is in bad faith.
- 4.9.3 BellSouth shall not be obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measurement if such non-compliance was the result of any of the following: an act or omission by a CLEC that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by a CLEC that is contrary to any of its obligations under the Act, Commission rule, or state law; or an act or omission associated with third-party systems or equipment.
- 4.9.4 BellSouth shall not be obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measurement if such non-compliance was the result of a Force Majeure. For purposes of this Plan, Force Majeure includes performance of this Plan or the underlying Interconnection Agreement, that is either directly or indirectly prevented,

restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

- 4.9.5 In the event performance data is influenced by factors beyond BellSouth's control, BellSouth may file a petition for an exception with the Commission seeking to have the monthly service results modified. BellSouth also may file an expedited petition seeking immediate relief from any SEEMs payment in the event BellSouth believes the payment has been triggered by factors beyond its control. In any such petition, BellSouth shall have the burden of demonstrating that the performance standard was not met due to causes beyond BellSouth's control and which could not have been avoided by exercise of due care. The filing of any such petition shall stay payments under SEEM unless otherwise ordered by the Commission.

# EXHIBIT A

Exhibit A is found at <https://pmap.bellsouth.com/>  
and is incorporated herein by this reference.

# EXHIBIT B

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# EXHIBIT C

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# EXHIBIT D

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