

21.4.5 ***A New UNE-P combination of unbundled Network Elements as provided under this Section is the situation when MCI_m requests SBC ILLINOIS to provide a combination of unbundled Network Elements of the same type (i.e., unbundled Loop and ULS-ST) that SBC ILLINOIS ordinarily combines to provide service for its end users customers, as delineated in this Section. The New UNE-P combination of unbundled Network Elements, as described above, is not “currently physically combined” as that term is defined herein. Upon request, SBC ILLINOIS will perform the work to combine its unbundled Network Elements to obtain the following specific new UNE-P combinations that include, but are not limited to, the following unbundled Network Element combinations:***

- 2-Wire Basic Analog Loop with Basic Line Port***
- 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Line Port***
- 2-Wire Basic Analog Loop with Analog DID Trunk Port***
- 2-Wire Basic Analog Loop with Centrex Basic Line Port***
- 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port***
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port***
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port***
- 4-Wire Digital Loop with Digital Trunking Trunk Port***
- 4-Wire Digital Loop with ISDN Prime Trunk Port***
- 4-Wire Digital Loop with ULS DS1 Trunk Port***
- 2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port***
- 2-Wire Basic Analog Loop with Basic COPTS Line Port***

The above combinations of unbundled Loops and ULS-ST are offered as described in this Agreement. Other unbundled Loop and ULS-ST combinations that MCI_m believes are ordinarily combined may be requested via the Bona Fide Request for an Ordinary Combination (BFR-OC) process as described herein.

- 21.4.6 ***Collocation, as defined in this Agreement, is not required for access to ordinarily combined unbundled Loops and ULS-ST.***
- 21.4.7 ***SBC ILLINOIS will offer to provide its Operator Services and/or Directory Assistance Services (OS/DA) to be optionally used by MCI_m with Pre-Existing and New UNE-P for an additional charge as specified in Appendix Pricing of this Agreement.***
- 21.4.8 ***Upon MCI_m's request, SBC ILLINOIS shall provide branding of MCI_m's OS/DA traffic routed to SBC ILLINOIS's OS/DA platform(s) at the rates set forth in Appendix Pricing of this Agreement.***
- 21.4.9 ***Non-Telecommunications Services shall not be included with Provision of Pre-Existing and New UNE-P. This includes, but is not limited to, voice mail, inside wire maintenance, customer premises equipment and calling card services.***
- 21.4.10 ***Recurring and nonrecurring charges for ordinarily combined Pre-Existing and New UNE-P will be applied as shown in Appendix Pricing of this Agreement.***

21.5 ***UNE-P: Pre-existing and New Combinations***

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Bold italic font represents MCI_m proposed language.

Bold underlined font represents SBC proposed language.

- 21.5.1 *The Pre-Existing UNE-P offering consists of the combination of an unbundled Loop, ULS-ST Network Elements that are currently combined, as defined above, which SBC ILLINOIS will not separate but instead offer as an existing combination of unbundled Network Elements pursuant to 47 C.F.R. § 51.315(b).*
- 21.5.2 *MCI may request different types of Pre-Existing UNE-P combinations. Each different Pre-Existing UNE-P offering is a currently physically combined combination of a specific type of unbundled Loop, unbundled local switching port and shared transport Network Elements.*
- 21.5.3 *The New UNE-P offering, as defined above, enables MCI to request SBC ILLINOIS to do all of the work necessary to provision and combine the same type of unbundled Loop and ULS-ST that SBC ILLINOIS combines for its end user customers, for MCI. The telecommunications carrier may request the types of combinations of unbundled Network Elements defined as New UNE-P above.*
- 21.5.4 *The unbundled Network Element combinations of unbundled Loop and ULS-ST Network Elements that comprise the Pre-Existing and New UNE-P offerings are described in this Agreement.*
- 21.5.5 *The features, functions, and capabilities for unbundled ULS-ST provided as part of Pre-Existing and New UNE-P will be provided as set forth in this Agreement.*
- 21.6 **Ordering and Provisioning**
- 21.6.1 *SBC ILLINOIS will provide MCI with electronic access for pre-ordering capabilities and service order requests for Pre-Existing and New UNE-P.*
- 21.6.2 *The service installation for each specific New UNE-P combination will be provided at parity with the comparable SBC ILLINOIS retail service.*
- 21.6.3 *Unless MCI directs SBC ILLINOIS otherwise (for example MCI submits an order with a due date beyond three days after date of submission) or a contrary agreement, entered into after June 30, 2001, between SBC ILLINOIS and the telecommunications carrier that provides otherwise, as of 12:01 a.m. on the third business day after placing an order for UNE-P, MCI shall be the presubscribed primary local exchange carrier for that end user customer line and shall be entitled to receive, or to direct the disposition of, all revenues for all telecommunications services that utilize the unbundled Network Elements in that UNE-P, unless it is established that the end user customer of the existing local exchange service did not authorize MCI to make the request.*
- 21.6.4 *When MCI places an order for a Pre-Existing UNE-P that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCI, SBC ILLINOIS shall provide MCI with the ordered Pre-Existing UNE-P within 3 business days for at least 95% of the orders for MCI for each month.*

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Font represents MCI proposed language.

Font represents SBC proposed language.

- 21.6.5 ***When MCI_m places an order for Pre-Existing Network Elements platform that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCI_m, SBC ILLINOIS shall provide the ordered Pre-Existing UNE-P without any unnecessary disruption to the end user customer's services.***
- 21.6.6 ***SBC ILLINOIS shall not disconnect any splitter used in combination with a requested Network Element platform. Nor will SBC ILLINOIS disrupt any service to an end user customer being served using a Network Element platform.***
- 21.6.7 ***SBC ILLINOIS shall allow, and provide for, cross connects between a noncollocated telecommunications carrier's (including MCI_m) Network Elements platform, including a splitter, and the facilities of any collocated carrier (including MCI_m), consistent with safety and network reliability standards.***
- 21.6.8 ***Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does not require any field work outside the central office, SBC ILLINOIS shall provision that platform in the same interval, and at the same rates, as a unbundled Network Element platform provisioned without an advanced data service.***
- 21.6.9 ***Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does require field work outside the central office, SBC ILLINOIS shall provision that platform in an interval no longer than the intervals established for similar arrangements where SBC ILLINOIS provides voice services.***
- 21.7 **TECHNICAL REFERENCES**
- 21.7.1 ***Technical References for the unbundled Network Elements comprising Pre-Existing and New UNE-P can be found in this Appendix UNE.***
- 21.8 **RATE APPLICATION AND PRICES**
- 21.8.1 ***All recurring, minute of use (MOU), and per message charges applicable to each UNE comprising the combination as defined in Appendix Pricing of this Agreement apply to Existing or New UNE-P with the following clarifications:***
- _ One (1) Cross-Connection Service charge shall apply to each Pre-Existing or New UNE-P.***
- _ One (1) Service Coordination Fee shall apply to Pre-Existing or New UNE-P per carrier bill, per switch.***
- 21.8.2 ***When unbundled Loop and ports are provided with splitter functionality, the non-recurring rate for recovery of splitter costs shall be assessed to the provider of voice services. Loop, port and applicable splitter charges shall be assessed to the purchaser of the unbundled loop and switch port.***

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21.8.3 **Non-Recurring Charges**

21.8.3.1 **The only non-recurring charges applicable to the following combinations are those set forth below.**

21.8.3.1.1 **Conversion of an existing SBC ILLINOIS access line to UNE-P with Loop and line port combinations "as is," (i.e. conversion to UNE-P with the same features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) or "as directed," (i.e., with different, additional and/or fewer features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) will be assessed: \$1.02 Record Work Only Charge.**

21.8.3.1.2 **Additions or changes to an established UNE-P end user customer's service: \$1.02 Record Work Only Charge. Adding or changing Centrex system features will be assessed applicable charges identified in Appendix Pricing of this Agreement.**

21.9 **BONA FIDE REQUEST PROCESS FOR AN ORDINARILY COMBINED COMBINATIONS (BFR-OC)**

21.9.1 **A "Bona Fide Request for an Ordinarily Combined Combination" (hereafter referred to as "BFR-OC"), as referenced in this section, is MCI's written request to SBC ILLINOIS to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in this Agreement.**

21.9.2 **When MCI submits a BFR-OC, MCI shall provide:**

_ a technical description of each requested feature, capability, functionality or unbundled Network Element requested including specification of what UNEs the telecommunications carrier requests SBC ILLINOIS to combine, or

_ a service provided by SBC ILLINOIS that the telecommunications carrier wishes to provide through an ordinarily combined combination of unbundled Network Elements.

21.9.3 **This includes retail services provided by SBC ILLINOIS that may be requested, on an unbundled basis.**

21.9.4 **SBC ILLINOIS will notify both the Commission and MCI each time additional information is requested by SBC ILLINOIS to establish a complete BFR-OC request. The notice will identify the information that is required. MCI is responsible for supplying the requested information and any related information needed to complete its BFR-OC request.**

21.9.5 **For all requests submitted via the BFR-OC process, SBC ILLINOIS will notify MCI within 10 calendar days of receipt of the complete BFR-OC whether SBC ILLINOIS will accept or reject the BFR-OC.**

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Bold underlined font represents SBC proposed language.

- 21.9.6 ***SBC ILLINOIS will acknowledge receipt of the BFR-OC to the Commission and MCI within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and MCI within two calendar days of SBC ILLINOIS's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by SBC ILLINOIS is received.***
- 21.9.7 ***For each complete BFR-OC accepted by SBC ILLINOIS, SBC ILLINOIS will provide MCI within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested combination), together with general terms and conditions that apply to the offering.***
- 21.9.8 ***If MCI notifies SBC ILLINOIS within 30 calendar days of receipt of SBC ILLINOIS's preliminary analysis that MCI wants SBC ILLINOIS to proceed with development of the "ordinarily combined" combination, SBC ILLINOIS will provide MCI a Final Quote within 60 calendar days of receipt of the notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.***
- 21.9.9 ***Both the Commission and MCI will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, MCI may, at its option, resubmit the request as a standard BFR, according to the provisions of Appendix BFR of this Agreement.***
- 21.9.10 ***SBC ILLINOIS will waive its standard fees associated with the costs for in the case of a BFR-OC.***
- 21.9.11 ***None of the time periods shall begin to run until all BFR-OC information required by SBC ILLINOIS is received.***
- 21.9.12 ***MCI shall submit BFR-OCs via fax between the hours of 7:00 a.m. Central time and 6:00 p.m. on business days at: Fax number: 1-888-435-0134.***
- 21.9.13 ***For any request, MCI must submit the following information, at a minimum, typed:***
- _ Service type (UNE, Access)***
 - _ A designation that the rate schedule be based on Tariff rates or the rate schedule from the telecommunications carrier's interconnection agreement***
 - _ For UNE Requests***
 - UNE-P***
 - UNE loop functionality type (xDSL, HFPSL, 2W, 4W, Analog, Digital, etc.)***
 - End- User Customer Address***

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Bold underlined font represents SBC proposed language.

- Collocation**_ Ancillary UNEs or Services (SS-7, OS/DA, E911, etc.)**

- 21.9.14 ***MCIm shall also include a return fax number to which SBC ILLINOIS can send a response and any other written communications about MCIm's request, and the name and telephone number of the MCIm contact who can provide additional information and otherwise discuss the request.***
- 21.9.15 ***A SBC ILLINOIS single point of contact and the particular manner by which such requests are made is necessary to provide SBC ILLINOIS with a reasonable opportunity to respond within the two (2) business day objective. Failure to send a request in this manner, or if the proposed order is incomplete, unclear, or illegible, may prevent SBC ILLINOIS from responding promptly or accurately. The date that the request is received will not be counted in calculating the response time.***
- 21.9.16 ***After a Schedule of Rate request is received, SBC ILLINOIS will confirm its receipt to MCIm's designated representative at the fax number provided in MCIm's request, and will provide a SBC ILLINOIS representative to act as contact.***
- 21.9.17 ***Schedule of Rates provided in response will not include applicable service order charges.***

21.2 New Combinations Involving UNEs

- 21.2.1 **Subject to the provisions hereof and upon MCIm's request, SBC ILLINOIS shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.**
- 21.2.2 **In the event that SBC ILLINOIS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCIm, SBC ILLINOIS shall provide written notice to MCIm of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC ILLINOIS shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 21.9 of this Appendix.**
- 21.2.3 Intentionally Omitted.
- 21.2.3.1 **A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."**
- 21.2.3.1.1 **"Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the SBC ILLINOIS UNEs required either**

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Bold italic font represents MCIm proposed language.**Bold underlined** font represents SBC proposed language.

- (1) to convert to a combinations of UNEs-only an SBC ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or MCIm's or another carrier's resale End User customer
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for MCIm (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to MCIm's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.11.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to MCIm's OS/DA platform from the relevant SBC ILLINOIS local switch, including MCIm's payment of all applicable charges to establish that routing.)

21.2.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC ILLINOIS shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and MCIm shall thereafter be solely responsible for any such non-included functions or other actions. This Section 21.9.3.1.2 shall apply in accordance with its terms, regardless of change in law, "intervening law" or any similarly purposed or other provision of the Agreement and, concomitantly, the

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font represents MCIm proposed language.
 font represents SBC proposed language.

first sentence of this Section 21.9.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 21.2.3.1.3 Without affecting the application of Section 21.9.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC ILLINOIS, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond SBC ILLINOIS' obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC ILLINOIS obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 21.2.3.2 A new UNE combination does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 21.2.3.3 For a new UNE combination, MCIIm shall issue appropriate service requests. These requests will be processed by SBC ILLINOIS, and MCIIm will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 21.2.3.4 Upon notice by SBC ILLINOIS, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC ILLINOIS in providing the new UNE combinations, which work is not covered by the charges applicable per Section 21.9.3.3. For any such work done by SBC13-STATE under Section 21.9.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC ILLINOIS, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution

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font represents SBC proposed language.

process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 21.2.4 In accordance with and subject to the provisions of this Section 21.9, any request not included in Section 21.9.3 in which MCI_m wants SBC ILLINOIS to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCI_m (as well as requests where MCI_m also wants SBC ILLINOIS to complete the actual combination), shall be made by MCI_m in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 21.2.4.1 In any such BFR, MCI_m must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any MCI_m elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an SBC ILLINOIS UNE and the network element(s) possessed by MCI_m.
- 21.2.4.2 In addition to any other applicable charges, MCI_m shall be charged a reasonable cost-based fee for any combining work done by SBC ILLINOIS under Section 21.9.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC ILLINOIS's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which MCI_m requests SBC ILLINOIS to perform work not required by Section 2.12.1, MCI_m shall be charged a market-based rate for any such work.
- 21.2.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 21 apply only in situations where each of the following is met:
- 21.2.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 21.2.5.2 SBC ILLINOIS's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 21.2.5.3 Intentionally omitted.
- 21.2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC ILLINOIS's network.
- 21.2.5.5 Intentionally Omitted.
- 21.2.6 Intentionally Omitted.
- 21.2.7 Intentionally Omitted.
- 21.2.8 The obligation of SBC ILLINOIS to provide any new UNE combination involving a UNE loop and/or UNE transport is also subject to Section 21.9.3.1, including the need for submission of a certification, where

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required thereunder, associated with the submission of an order for a new
UNE combination.

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EXHIBIT 4

**Master List of Issues – ILLINOIS MCI_m Negotiations
Decision Point List (DPL)
8/10/04**

Issue #	Issue	Appendix & Sections	MCI _m Language	MCI _m Position	SBC ILLINOIS Language	SBC ILLINOIS Preliminary Position
			<i>are already assembled or MCI_m combines the elements.</i>			five words of the language could be interpreted to give MCI _m authority to combine elements within SBC ILLINOIS' network, e.g., at the MDF – and MCI _m has no such authority.
UNE 11	<p>MCI_m: Should SBC's proposed UNE declassification procedures be included in the Agreement?</p> <p>SBC: Should the UNE Appendix describe declassified elements?</p>	1.1; 5 (all); 9.11; 12.13; 15.5	<p>1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish MCI_m with access to Lawful unbundled Network Elements. At MCI_m's request, SBC ILLINOIS shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC ILLINOIS shall provide such Lawful unbundled Network Elements in a manner that allows MCI_m to combine such elements in order to provide a Telecommunications Service.</p> <p>Section 5 - Intentionally Omitted</p> <p>9.11 - Intentionally Omitted.</p> <p>12.13 - Intentionally Omitted</p> <p>15.5 – Intentionally Omitted</p>	In light of the D.C. Circuit's recent decision in USTA II, SBC's proposed language is inappropriate and should be omitted from the agreement. In USTA II, the Court clearly found unlawful FCC rules delegating impairment findings to state commissions. Since SBC's language is meant to effectuate the findings made by the Commission pursuant to such delegated authority, it is clearly no longer necessary to include it in the agreement. Changes in applicable law related to unbundling should be effectuated through MCI _m 's proposed Intervening Law provision Section 23 of the GT&C. See also MCI _m 's positions on Issues GT&C 18 and UNE 2, 4 and 9.	<p>1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish MCI_m with access to Lawful unbundled Network Elements <u>under Section 251(c)(3) of the Act in SBC ILLINOIS' incumbent local exchange areas for the provision of Telecommunications Services by MCI_m; provided, however, that notwithstanding any other provision of the Agreement SBC ILLINOIS shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by Lawful and effective FCC rules and associated Lawful and effective FCC and judicial orders. UNE's that SBC ILLINOIS is required to provide pursuant to Section 251(c)(3) of the Act, as determined by Lawful and effective FCC rules and associated Lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."</u> Therefore the Parties understand and agree that the rates, terms and conditions set forth in this Appendix, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and</p>	Given the history of court review of unbundling decisions and the likelihood that UNEs will be declassified in the future, the ICA should make clear that SBC is required to unbundle only those network elements that are lawfully required to be unbundled under Section 251 at the time requested.

Key: **Bold & Underline** represents language proposed by SBC ILLINOIS and opposed by MCI_m.
Bold & Italics represents language proposed by MCI_m and opposed by SBC ILLINOIS.

Master List of Issues – ILLINOIS MCIm Negotiations
Decision Point List (DPL)
8/10/04

Issue #	Issue	Appendix & Sections	MCIm Language	MCIm Position	SBC ILLINOIS Language	SBC ILLINOIS Preliminary Position
					<p><u>/for Resale), shall only apply to the Parties and be available to MCIm for provisioning Telecommunication Service within SBC ILLINOIS' incumbent local exchange area. Further the Parties agree that SBC ILLINOIS is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification as set forth in Section 5 "Lifting of Unbundling Obligation" (Declassification). At MCIm's request, SBC ILLINOIS shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC ILLINOIS shall provide such Lawful unbundled Network Elements in a manner that allows MCIm to combine such elements in order to provide a Telecommunications Service.</u></p> <p><u>5.1 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified, upon or by (a) the issuance of the mandate in United States Telecom Association v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I"); or (b) operation of the Triennial Review Order released by the FCC on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003, including</u></p>	

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Bold & Italic represents language proposed by MCIm and opposed by SBC ILLINOIS.

Master List of Issues – ILLINOIS MCI Negotiations
Decision Point List (DPL)
8/10/04

Issue #	Issue	Appendix & Sections	MCI Language	MCI Position	SBC ILLINOIS Language	SBC ILLINOIS Preliminary Position
					<p><u>rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals' decision, <i>United States Telecom Association v. FCC, Case No. 00-1012 (D.C. Cir. 2004) ("USTA II")</i>; or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that SBC ILLINOIS is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act. By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 5.3 "Transition Procedure" shall apply.</u></p> <p><u>5.1.1 By way of example only, and without limitation, network elements that are Declassified include at least the following: (i) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the definition of unbundled dedicated transport or dark fiber set forth in the FCC's lawful and applicable rules (including, but not limited to entrance facilities</u></p>	

Key: Bold & Underline represents language proposed by SBC ILLINOIS and opposed by MCI.
Bold & Italic represents language proposed by MCI and opposed by SBC ILLINOIS.

**Master List of Issues – ILLINOIS MCI_m Negotiations
Decision Point List (DPL)
8/10/04**

Issue #	Issue	Appendix & Sections	MCI _m Language	MCI _m Position	SBC ILLINOIS Language	SBC ILLINOIS Preliminary Position
					<p><u>and Dedicated Transport at any level other than DS1 and DS3; (ii) DS1 Dedicated Transport, DS3 Dedicated Transport, DS1 Loop, DS3 Loop, or Dark Fiber Transport on a route(s) or in an area as to which it is determined that requesting Telecommunications Carriers are not impaired without access to such elements; (iii) Local Switching for Enterprise Customers (as defined in Section 13 of this Appendix); (iv) Local Switching for Mass Market Customers (as defined in Section 13 of this Appendix) in any market in which it is determined that requesting Telecommunications Carriers are not impaired without access to such element; (v) to the extent it constitutes a Lawful UNE, Local Switching subject to the FCC's four-line carve-out rule as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, 15 FCC Rcd 3822-31 (1999), per 47 CFR § 51.319(d)(3)(ii); (vi) OCn Loops and OCn Dedicated Transport; (vii) the Feeder portion of the Loop; (viii) Line Sharing; (ix) an EEL that does not meet the Mandatory Eligibility Criteria set forth in Section 22 of this Appendix; (x) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with MCI_m's use of SBC ILLINOIS Lawful ULS for Mass Market Customers (as defined in Section</u></p>	

Key: represents language proposed by SBC ILLINOIS and opposed by MCI_m.
 represents language proposed by MCI_m and opposed by SBC ILLINOIS.